



THE CITY OF
EDINBURG
REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed proposals to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Proposals will be received until **3:00 p.m. Central Time, on Monday, December 17, 2012**, shortly thereafter all submitted proposal will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any proposal received after the closing time will not be accepted and will be returned to the proposer unopened. It is the responsibility of the proposer to see that any proposal submitted shall have sufficient time to be received by the City Secretary's Office prior to the proposal opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the proposals. Proposals will not be accepted by telephone or facsimile machine. All proposals must bear original signatures and figures. The Proposal shall be for:

**RFP NO. 2013-004
AVIATION FUEL SUPPLIER**

THE CITY OF EDINBURG FIRE DEPARTMENT IS SOLICITING PROPOSALS FROM QUALIFIED FIRMS TO PROVIDE AVIATION FUEL SUPPLIER AS LISTED HEREIN. PROPOSAL RESPONSES (1 ORIGINAL + 5 COPIES) MUST BE SUBMITTED IN A SEALED ENVELOPE/PACKAGE CLEARLY MARKED ON THE OUTSIDE WITH THE RFP NUMBER, TITLE, DUE DATE AND RESPONDENT'S NAME. PROPOSALS MUST BE RECEIVED AND TIME STAMPED AT THE CITY OF EDINBURG'S CITY SECRETARY'S DEPARTMENT, 415 W. UNIVERSITY DRIVE ON OR BEFORE THE ABOVE SPECIFIED DATE AND TIME. IT IS THE RESPONDENT'S RESPONSIBILITY TO ASSURE PROPOSALS ARE RECEIVED AT THE ABOVE LOCATION BY THE SPECIFIED TIME. LATE PROPOSALS WILL NOT BE ACCEPTED.

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of:

LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this proposal, please contact Ms. Debora Melvin, Airport Manager at (956) 292-2047.

The City of Edinburg reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities and to accept the proposal deemed most advantageous to the City, and hold the proposals for a period of **60** days without taking action.

Proposals must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the proposal envelope with corresponding proposal number and title.



CITY OF EDINBURG INSTRUCTIONS TO RESPONDENTS

DEVIATION FROM SPECIFICATION

Please read your requirements thoroughly and be sure that the proposals offered comply with all requirements noted. Any variation from the proposal requirements must be clearly indicated by letter, on a point by point basis, attached to and made a part of your proposal. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

(1) The purpose of these requirements and proposal documents is to award a service contract for:

AVIATION FUEL SUPPLIER

INTENT

(2) The AVIATION FUEL SUPPLIER services to be provided under this proposal shall be in accordance with and shall meet all specifications and or requirements as shown. There is no intention to disqualify any respondent who can meet these requirements.

SUBMITTAL OF PROPOSAL

(3) Proposals shall be submitted in sealed envelopes upon the blank form of proposal form attached hereto. Five (5) complete sets of the response; one original marked "ORIGINAL" and five (5) copies marked "COPY", complete with all supporting documentation. Proposals which do not comply with these specifications/requirements may be rejected at the option of the City. Proposals must be filed with the City of EDINBURG, before opening day and hour. No late proposals shall be accepted. They shall be returned to respondent unopened (if properly identified). Failure to meet proposal requirements may be grounds for disqualification.

Hand-delivering Proposals: 415 West University Drive,
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Proposals: City of Edinburg
c/o City Secretary
P.O. Box 1079

PREPARATION OF PROPOSAL

(4) Proposals MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your proposal. Person signing proposal must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the proposal. A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the proposal. Partnership and Individual Respondent/Bidder shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

INSTRUCTIONS TO RESPONDENTS Continued:

ALTERATIONS/AMENDMENTS TO PROPOSAL

(5) Proposals CANNOT be altered or amended after opening time. Alterations made before proposal is turned in must be initiated by respondent guaranteeing authenticity. No proposal may be withdrawn after opening time without acceptable reasons in writing, and only after the written consent of the City of Edinburg.

SALES TAX

(6) STATE SALES TAX MUST NOT BE INCLUDED IN PROPOSAL.

SUBSTITUTIONS/CANCELLATIONS OF PROPOSAL

(7) No substitutions or cancellations permitted without written approval of City of Edinburg.

NO PROPOSAL RESPONSE

(8) If unable to submit a proposal, respondent should return "NO PROPOSAL" letter giving reasons. Failure to comply may obligate the City of Edinburg to remove non responsive respondents from vendor list.

EXCEPTIONS

(9) The respondent shall attach to his/her proposal sheet a list of any exceptions to the specifications/requirements, on a point by point basis if unable to do so, on specification/requirements sheet.

VALID PROPOSAL TIME FRAME

(10) The City of Edinburg may hold Proposals for **60** days after proposal opening without taking action. Respondents are required to hold their proposals firm for same period of time.

TIME ALLOWED FOR EXECUTION OF CONTRACT

(11) Number of days required for the successful respondent to execute a contract for **AVIATION FUEL SUPPLIER** after receiving notification of award of contract shall be thirty (30) days.

RIGHT TO REJECT/AWARD

(12) The City of Edinburg reserves the right to reject any or all proposals, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the highest, best and most advantageous to the City of Edinburg

SYNONYM

(13) Where in this proposal package service or services is used, its meaning shall refer to the service contract for AVIATION FUEL SUPPLIER as specified.

ADDENDA

(14) Respondent shall carefully examine the proposal forms, specifications, and instructions to respondents. Should the respondent find discrepancies in, or omissions from proposal forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-1895) and obtain clarification by addendum prior to submitting any proposal. All Addenda issued in respect to this project shall be considered official changes to the original proposal documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the Respondents responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Proposal Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

INSTRUCTIONS TO RESPONDENTS Continued:

INDEMNIFICATION CLAUSE

(15) The respondent hereby agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this contract. Respondent agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the respondent. In addition, the respondent protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action relating to, for, or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used. Respondent also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against respondent or the City or to enlarge in any way the respondent's liability but is intended solely to provide for indemnification of the City from liability from damages or injuries to third persons or property arising from respondent's performance hereunder.

ASSIGNMENT

(16) Neither the respondents' contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the City of Edinburg.

INTERPRETATIONS

(17) Any questions concerning the specifications/requirements with regards to this solicitation for proposals shall be directed to the designated individuals as outlined in the Request for Proposals. Such interpretations, which may affect the eventual outcome of this request for proposals, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with the paragraph labeled "Addenda."

SAVE HARMLESS CLAUSE

(18) The respondent agrees to indemnify and save harmless the City of Edinburg, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the City, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

STATUTORY REQUIREMENTS

(19) It shall be the responsibility of the successful Respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RESPONDENT'S EMPLOYEES

(20) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INSTRUCTIONS TO RESPONDENTS Continued:

RIGHT TO WAIVE

(21) City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

CONTRACT AWARD

(22) The City does not guarantee that a contract(s) will be awarded as a result of the RFP. In the event that a contract(s) award is made, but the contract(s) is not executed, the City does not guarantee that the contract(s) will be re-awarded.

CONFIDENTIAL INFORMATION

(23) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

(24) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

(25) In the event that mathematical errors exist in any proposal unit prices shall govern.

ANTI-LOBBYING PROVISION

(26) During the period between proposal submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City Council or City of Edinburg staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations. Violation of this provision may result in the rejection of the respondent's Proposal.

RIGHT TO AUDIT

(27) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. By the same token on revenue generating projects, if such audit discloses that the vendor(s) under contract has/have under paid the City, written notice of such underpayment shall be provided to the vendor and the amount of underpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment or underpayment (if revenue generating) is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

(28) Respondent's are advised that past performance as it relates to product and/or service on Purchase/Service/Supply Contracts previously held with the City shall be a factor in the evaluation and award of this "Service Contract". The City's position on this matter shall be final.

INSTRUCTIONS TO RESPONDENTS Continued:

JURISDICTION

(29) Service Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

(30) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

(31) Respondents are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

NON-APPROPRIATION CLAUSE

(32) In the event that no funds are appropriated for this specific purpose, the City of Edinburg reserves the right to cancel/terminate this contract. The City of Edinburg shall be relieved of any and all responsibilities and/or obligations, without penalty(ies) of any sort. The vendor shall be notified in written form of the City of Edinburg's intent to cancel/terminate said contract due to lack of funds.

PROCUREMENT OF SERVICES

(33) If contract is terminated, prior to expiration date, the Awarded Vendor shall pay the City under the payment provisions of this contract up to the effective date of termination.

VARIATIONS

(34) Any additions, deletions, or variations from the following specifications/requirements must be noted. Any requirements not specifically mentioned which are necessary for the SERVICES to be provided as specified shall be provided by the successful respondent and shall be in-line with the accepted standards of this industry.

OMISSIONS

(35) At the time of the opening of the proposals each respondent will be presumed to have read and to be thoroughly familiar with the requirements of the proposal. The failure or omission of any respondent to examine any form, instrument or contract document shall in no way relieve any respondent from any obligation in respect to their proposal.

INSTRUCTIONS TO RESPONDENTS Continued:

EQUAL EMPLOYMENT OPPORTUNITY

(36) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

SERVICE DELIVERY

(37) Number of days/weeks required to provide the SERVICE after receiving order must be stated in the proposal. Failure to so state will obligate respondent to begin the services within thirty (30) days after receiving request for service.

DELAY IN SERVICE DELIVERY

(38) When delay in providing the service can be foreseen, Respondent shall give prior notice to City of Edinburg. Respondent must keep City of Edinburg advised at all times of status of request for service. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to acquire such SERVICE elsewhere and charge increase in cost to defaulting vendor.

(38A) Acceptable reasons for delayed service delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful respondent.

COSTS FOR PREPARATION OF PROPOSAL

(39) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a proposal or for any work performed prior to execution of contract.

TERMINATION OF AGENCY CONTRACT

(40) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly underpaid, over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this service contract. City of Edinburg, by written notice, may terminate this contract, in whole or in part, when it is in the City's best interest. Termination of Contract shall be provided in written form allowing a thirty (30) day notice.

PROPOSAL WITHDRAWAL

(41) Respondents may withdraw previously submitted proposals up to the filing deadline, without penalty. Withdrawal of a proposal after the filing deadline will result in forfeiture of the proposal bond/guarantee.

MULTIPLE VENDOR CONTRACTS

(42) The City reserves the right to award each item separately or individually, award to one or multiple vendors, and accept the proposal deemed most advantageous to the City.

INSTRUCTIONS TO RESPONDENTS Continued:

GENERAL TERMS AND CONDITIONS

The City of Edinburg (hereinafter referred to as "THE CITY") is soliciting submittals from qualified firms with an interest in contracting to provide AVIATION FUEL SUPPLIER to the CITY.

ADDITIONAL INFORMATION: The City of Edinburg is requesting that RFP's (Request for Proposal) be routed to: The CITY Secretary, at 415 West University, Edinburg, Texas 78541.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC SUBMISSION OF BIDS: The City of Edinburg's City Secretary Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. The CITY will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: The City of Edinburg reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposals (RFP) packet and to notify the City Secretary Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the City Secretary Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP DELIVERY: The City of Edinburg requires submitters, when hand-delivering statements of qualifications, to have a City Secretary Department representative time/date stamp and initial the envelope.

QUALIFICATIONS SUBMISSION REQUIREMENTS:

Statements of Qualifications should be as concise as possible, at a minimum shall contain the information requested in this proposal.

Additional materials, including detailed resumes and brochures may be submitted as an attached appendix to the proposal. Brochures and marketing materials not directly related to specific experience with the proposed scope of work shall not be submitted as part of this proposal.

In addition, any material that will add to the persuasiveness of your proposal may be included.

INSTRUCTIONS TO RESPONDENTS Continued:

If you are not willing to accept the requirements and conditions of this request for proposal, include in your proposal a letter addressed to the Purchasing Agent, clearly identifying all requirements and conditions you do not accept. Failure to identify any such requirements and conditions will be deemed acceptance of all requirements and conditions.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed.

WAIVING OF INFORMALITIES: THE CITY reserves the right to waive minor informalities or technicalities when it is in the best interest of THE CITY.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the City.

BIDDER RESPONSIBILITY: It is the responsibility of each vendor before submitting a proposal:

To examine thoroughly the contract documents and other related data identified in the proposal documents.

To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.

To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.

To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.

To promptly notify THE CITY Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

TERMINATION: THE CITY has the authority and express right to terminate any Agreement awarded under this RFP or any Work Order resulting from the Agreement at any time for any reason, including but not limited to, instances where THE CITY finds that the Contractor's work is negligent, not satisfactory, or not in accordance with the Agreement requirements.

CONTRACT

This proposal, submitted documents, and any negotiations, when properly accepted by THE CITY, shall constitute a contract equally binding between the successful Proposer and THE CITY. No different or additional terms will become a part of this contract with the exception of a Change Order that is not to exceed 25% of the original proposal. If change order exceeds 25% of the original proposal, THE CITY obtains the right to cancel contract.

The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262.

Negotiations may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award. All bidders will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

INSTRUCTIONS TO RESPONDENTS Continued:

CONFLICT OF INTEREST

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

CONFIDENTIALITY

All information disclosed by the CITY to successful Proposer for the purpose of the work to be done or information that comes to the attention of the successful Proposer during the course of performing such work is to be kept strictly confidential.

ADDENDA

Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in THE CITY Purchasing. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda.

CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by THE CITY purchasing staff.

ASSIGNMENT

The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of THE CITY Council.

VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Edinburg, Texas.

SUBMITTAL OF CONFIDENTIAL MATERIAL

Any material that is to be considered as confidential in nature must be clearly marked as such by the Proposer and will be treated as confidential by THE CITY.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS

A prospective Proposer must meet the following requirements:

- 1) A prospective Proposer must affirmatively demonstrate their responsibility.
- 2) Have adequate financial resources, or the ability to obtain such resources as required;
- 3) Be able to comply with the required or proposed delivery schedule;
- 4) Have a satisfactory record of performance;
- 5) Have a satisfactory record of integrity and ethics;
- 6) Be otherwise qualified and eligible to receive an award;
- 7) THE CITY may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

SUCCESSFUL PROPOSER SHALL

Successful Proposer shall defend, indemnify and save harmless the CITY and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Proposer shall pay any judgment with cost which may be obtained against THE CITY growing out of such injury or damages.

INSTRUCTIONS TO RESPONDENTS Continued:

PROPOSALS/PROPOSERS MUST COMPLY WITH:

All federal, state, county and local laws governing or covering this type of service.

TERMINATION OF CONTRACT

1. This contract shall remain in effect until completion and acceptance of services or default. THE CITY reserves the right to terminate the contract immediately in the event the successful Proposer fails to:
 - a) Meet delivery or completion schedules, or
 - b) Otherwise perform in accordance with the accepted proposal.
2. Breach of contract or default authorizes the CITY to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting Proposer.

PURCHASE ORDER

A purchase order(s) shall be generated by THE CITY to the successful Proposer.

INVOICES

The invoices shall show:

1. Name and address of successful Proposer;
2. Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
3. THE CITY Purchase Order Number.

Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

PAYMENT

Payment will be made upon receipt and acceptance by the CITY of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251.

OWNERSHIP

All plans, prints, designs, concepts, etc., shall become the property of THE CITY.

NUMBER OF COPIES TO BE SUBMITTED: The CITY requires **one (1) original submittal and Five (5) copies.**

RFP SPECIFICATIONS/REQUIREMENTS

SECTION 1: INTRODUCTION

1.1 Purpose and Scope

The City of Edinburg is soliciting sealed competitive proposals from qualified suppliers of Aviation Grade Fuels (100LL AvGas and Jet-A) on an as-needed basis, pursuant to a determination that such a process best serves the interests of the South Texas International Airport at Edinburg and the general public.

The South Texas International Airport (EBG), a general aviation airport located at 1300 East FM 490, Edinburg, Texas, is currently operating three (3) 10,000 gallon underground storage tanks; two are dedicated for AVGas 100LL and one (1) for Jet-A fuel. Future plans identify replacement of these tanks with two (2) above ground storage tanks with capacity for 12,000 gallons each, one for Jet-A and one for AVGas 100LL.

1.2 Proposal Evaluation

Each proposal will be evaluated based on criteria and priorities defined by the Airport. Cost alone will not be the sole factor in the selection determination. Information presented by Suppliers in their proposals, support services and various programs such as refueler leasing, advertising co-ops, credit card automation, other amenities, and price structure of the proposed aviation fuel program will be used to evaluate the qualifications.

1.3 Submission Requirements and Schedule:

Related materials in response to this RFP must be submitted and delivered to the City of Edinburg City Hall Building no later than 3:00 p.m. (Central Time) Monday, December 17, 2012. Proposals shall be sealed and clearly marked on the outside:

"RFP 2013-004, Aviation Fuel Supplier".

An original and five (5) copies of the proposal should be delivered to the following location:

RFP # 2013-004
C/O Myra L. Ayala Garza
City Secretary
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541 (Physical)
P.O. Box 1079
Edinburg, TX 78540 (U.S. Mail)

It is the sole responsibility of the respondents to ensure their proposals arrive in a timely manner. The City will not accept late arrivals. Verbal, telephone or fax proposals will not be considered. Opening of proposals will occur immediately thereafter in the Community Room.

RFP SPECIFICATIONS/REQUIREMENTS Continued:

Questions regarding this request should be addressed to:

Debora Melvin
Airport Manager
South Texas International Airport at Edinburg
1300 E. FM 490
Edinburg, TX 78542
Office (956) 292-2047 or Mobile (956) 522-3580

The City will not be liable for any costs incurred by Suppliers in preparing responses to this RFP. An approximate schedule for selection is as follows:

Issue RFP/ Publish – Friday, November 30, 2012
Pre-proposal Meeting – Tuesday, December 11, 2012
Responses Due - Monday, December 17, 2012, at 3:00 p.m. CDT
RFP Evaluation Period
City Council Approval to Negotiate – January 2, 2013
Contract Negotiation Period
Target date to execute Contract – January 15, 2013
Estimated Commencement Date – February 1, 2013

1.4 Withdrawal of Proposal

Proposals may be withdrawn at any time prior to the submission time specified in Section 1.3 of this RFP provided notification to the Airport is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

1.5 Pre Proposal Meeting

There will be a Pre Proposal Meeting on Tuesday, December 11, 2012 at 2:00 p.m. CDT, in the South Texas International Airport at Edinburg Terminal Building Conference Room to answer any questions or concerns. Attendance is not mandatory. Any questions outside of the aforementioned meeting will require a written inquiry by the proposer and a written response from the airport to all Proposers. Following this meeting, proposers will also have an opportunity for an inspection of the aviation fuel storage facilities.

1.6 Supplier Communication

Upon release of this RFP, all Supplier communications concerning the overall RFP should be directed in writing to the Airport Manager via e-mail to dmelvin@cityofedinburg.com with RFP Information Request on the subject line. Any oral communications will be considered unofficial and non-binding on the Airport.

1.7 Interpretation and Additional Information and Addenda

Any interpretation, correction, or change to this RFP will be issued by the Airport by ADDENDUM only. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and the Suppliers shall not rely upon such interpretations, corrections or changes. Addenda will be mailed, e-mailed, faxed or delivered to all those submitting, not later than five (5) calendar days excluding Saturdays, Sundays and holidays from the date fixed for the receiving of the proposals. Said date may be extended by the City of Edinburg.

RFP SPECIFICATIONS/REQUIREMENTS Continued:

1.8 Responsibilities of Proposers

Each Proposer is responsible for making all investigations and examinations necessary to submit a proposal. Failure to do so will not waive any condition of this Request for Proposal or the agreement awarded as a result of this process. Submission of a proposal shall be considered evidence that the Proposer has made such investigations and examinations.

1.9 Term of Service Provider Agreement

The initial agreement term is expected to commence February 1, 2013. The minimum term of the negotiated contract shall be not less than three years, with the option of one additional renewal that may be equivalent to the initial term, but not less than three years. The initial term of the Agreement, and any extended term, may be terminated by either party giving (120) days notice to the other party. If the City decides to exercise its option to extend the initial term of the Agreement, it will give the Supplier notice at least sixty (60) days before the expiration of the initial term of the Agreement.

1.10 Proposal Contents

All proposals must include at a minimum the information specified below. Failure to include this information will seriously detract from a proposal and may be cause for its rejection. The inclusion of any additional information that will assist in its evaluation is encouraged. The adequacy, depth and clarity of the proposal will influence, to a considerable degree, its evaluation. The proposal submitted must be complete enough for selection to be made based solely on its contents.

Each proposal must include, but need not be limited to, the following items:

A. Identification of Proposer

Set forth the Proposer's complete identity. For an individual, this includes name, Taxpayer Identification Number (TIN), address, daytime telephone number and current employer. For an organization, include the proposing entity's exact name, its legal nature (e.g., corporation, limited liability company, general partnership, limited partnership, etc.), the state or country in which the entity was organized, its Federal Tax ID number, and the names and addresses of the principals who will be responsible for the operation of the business and their positions in the firm.

B. Proposer's Experience

Supplier must be a long-term aviation refiner and/or marketer with a minimum of ten (10) years experience in aviation turbine and aviation gasoline fuels.

C. Full Service Supplier Qualifications

Brand Name – Suppliers are encouraged to provide a nationally recognized Supplier's Brand Name.

Proposals shall include a narrative of the company's performance record with clients (airports where you provide similar service), including a minimum of three (3) references to include contact person, current address and telephone numbers.

RFP SPECIFICATIONS/REQUIREMENTS Continued:

SECTION 2: FUEL SPECIFICATIONS

The following are expectations of the City as they relate to fuel. They are to be included in the proposal narrative with any additional items Proposer would like to offer.

1. Jet Fuel: Aviation Kerosene Type Jet-A fuel received shall meet the requirements of ASTM (American Society for Testing and Materials) D-1655 (latest revision). Suppliers that provide Jet-A pre-blended with anti-icing additives shall also conform to MIL-DTL-8540B specifications.
2. Avgas: Shall meet the requirements of ASTM D-910 (latest revision) and shall be of the Aviation Gasoline type, 100 Octane, Low Lead (Avgas 100LL) or future replacement.
3. Each tanker supplying fuel to the EBG fuel facility shall be dedicated to aviation fuel products **only** and shall not carry any other product. Supplier/transporter will only transport like types of fuel to prevent fuel contamination and will provide documentation of pre-delivery testing detailing what was previously contained in the delivery vehicle and method of cleaning.
4. Traceability of fuel product shipments, from refinery to EBG Fuel Farm.
5. Supplier will perform and document the following tests before shipments arrive at the EBG fuel facility:
 - a) Visual
 - b) Color
 - c) Bottom sediment and water
 - d) Temperature
 - e) API gravity

The City will perform any additional tests it deems necessary and reserves the right to reject any delivery it deems unsuitable. The City maintains the right to reject any operator or truck making deliveries.

6. Inspections
 - a) Supplier to provide inspection service at no additional cost.
 - b) Suppliers to state frequency of inspections.
 - c) Items to be inspected include fuel Facility and all refuelers regardless of ownership.
 - d) Ensure qualifications of inspectors employed by Supplier or contract labor.
 - e) Provide written documentation of inspections.

RFP SPECIFICATIONS/REQUIREMENTS Continued:

- f) If applicable, provide statement that product contains systems icing inhibitor and at what percentage.

SECTION 3: FUEL FACILITIES

South Texas International Airport at Edinburg currently operates three (3) Underground Storage Tanks utilized for general distribution as follows:

- Two 10,000 gallon AvGas Tanks
- One 10,000 gallon Jet-A Tank

The historical usage for aviation fuels during the period from October 1, 2010 through September 30, 2012 is as follows:

FY	Jet A Gallons	AvGas Gallons	Total Gallons
2010	79,324	21,826	101,150
2011	102,686	37,958	140,644
2012	103,473	36,706	140,179

Future plans include replacement of the underground storage tanks with two 12,000 gallon above ground storage tanks for distribution as follows:

- One 12,000 gallon AvGas Tank
- One 12,000 gallon Jet-A Tank

SECTION 4: PROPOSAL RESPONSE

4.1 Professional Line Service Training Program

- a. Description of industry associated training to include live action video and/or CD and workbooks specific to the following areas: ground servicing, safety, refueling piston aircraft, refueling turbo prop aircraft, refueling jet aircraft, towing aircraft, fuel facility management, customer service, and fire safety. If applicable, describe on-site training (via contractors and/or salaried employees).
- b. Frequency of Training.
- c. Updated Quality Control Manuals that are current and have been completely revised within the last two (2) years.

4.2 Refueler Lease Program

- 1. Description of Lease Program

Provide detailed description of lease program including delivery dates. Provider's proposal must include a sample lease.

RFP SPECIFICATIONS/REQUIREMENTS Continued:

- a) Supplier will provide relief refuelers, as required, to meet special needs and events at EBG or temporarily replace refuelers out of service for mechanical repair. Discuss cost for back-up equipment.
- b) Supplier will provide an option on an annual basis for new replacement refuelers.
- c) Supplier will allow qualified outside contractors and qualified EBG employees to perform necessary maintenance, inspections, etc., on leased refuelers.
- d) Both the supplier and any subcontractor will provide the necessary insurance as outlined in the insurance requirement section of this RFP.
- e) Supplier will submit warranty information on the refuelers with their proposal.

4.3 Refueler Specifications

1. Provide detailed description of refuelers including, but not limited to, capacity, chassis, and engine type.
2. Refuelers must be 2007 or newer models with automatic transmissions and operate on diesel fuel.
3. The approximate fuel capacities should be Jet A one (1) - 2,200-gallon tank.
 - a) Detail of maintenance and inspections to be provided on refuelers.
 - b) Flexibility to change refueler size.
 - c) Each Jet refueler must be equipped with automatic fuel system icing inhibitor dispenser. (If not provided, explain reasons why).
 - d) Supplier's refuelers shall be equipped with cumulative meter printers.

4.4 Operational Concept Proposed by Supplier

1. Aviation Fuel Price: Prices will be quoted on a per gallon basis inclusive of transportation cost (including Port of Entry costs and road tolls, regardless of Port of Entry), but exclusive of taxes and other fees. In addition to the fuel price, supplier must provide an itemized list of all applicable taxes and fees.
 - a) Assured supply must be guaranteed in a contract tendered along with Supplier's proposal.
 - b) Primary supply point for Jet A delivered price including freight, Port of Entry and road tolls, but exclusive of all taxes and fees, price per gallon, for either full transport quantities or less than full transport quantities. For comparison purposes, quoted price will be that price in effect on Wednesday, December 12, 2012. Include an itemized list of all applicable taxes and fees.
 - c) Primary supply point for Avgas 100LL delivered price including freight, Port of Entry and road tolls, but exclusive of all taxes and fees, price per gallon, for either full transport quantities or less than full transport quantities. For comparison purposes, quoted price will be that price in effect on Wednesday, December 12, 2012. Include an itemized list of all applicable taxes and fees.

RFP SPECIFICATIONS/REQUIREMENTS Continued:

- d) Alternate supply point for Jet A must be the same price as the primary supply point price including freight, Port of Entry and road tolls, but exclusive of all taxes and fees.
- e) Alternate supply point for Avgas 100LL must be the same price as the primary supply point price including freight, Port of Entry and road tolls, but exclusive of all taxes and fees.
- f) Transportation and operational cost increases/decreases from the primary supply points will be passed through with documentation during the term of the contract. Supplier shall provide a method for changes in operational costs.
- g) The City desires to receive the best possible pricing and in order to facilitate the comparison of proposals, it is necessary that all proposals completely explain their method of pricing and how it is tied to an available price basis (e.g. OPIS, Cost of Crude, Gulf Coast Platts, market price, etc.). Provide an explanation of method of determining fuel price, timing of price changes, and method of conveying changes to the City. Conveyance of price changes to the City shall include verification of price basis used and the City must be able to verify price on each invoice throughout the term of the contract.

2. Fuel Delivery: Describe method of ordering fuel, turnaround time for delivery of fuel, and provisions for emergency deliveries of fuel.

Restrictions: Specify any and all restrictions to be entertained.

Contracts: Provide copies of all potential contracts that supplier proposes to use to provide services under this RFP, including but not limited to the following examples: Aviation Aircraft Fuel Service Agreement; Aviation Retail Sales Agreement; Aviation Dealer Credit Card Agreement; Transaction Processing Policy, and Aviation Refueler Lease Agreement.

Contract Point of Contact: Supplier must provide a single point of contact for all aspects of the agreement.

Other: Additional information, proposals or incentives may be provided at Supplier's discretion.

4.5 Credit Card Processing Program

- 1. The program shall be a nationally recognized credit card program.
- 2. The system must be capable of electronically processing credit cards with monies returned to the City electronically. List the credit cards accepted by the Supplier including at least the following: internationally recognized supplier retail credit cards, Master Card, Visa, AvCard, Multi Service Card, American Express, U.S. Bank Voyager Fleet and Discover.
- 3. Supplier shall describe all charge back stipulations in proposal.
- 4. Identify processing fees associated with various credit card processing.
- 5. Identify credit card reimbursement timing and method of transferring funds to the City.

RFP SPECIFICATIONS/REQUIREMENTS Continued:

4.6 Payment Requirements and Reporting

1. Fuel delivery charges/credits will be kept in a separate account from credit card transaction reimbursement/charge backs (if applicable).
2. Supplier shall provide sample copies of all reports and statements with the proposal.
3. Supplier shall describe the preferred method of reimbursement and/or charges (i.e. company check, electronic fund transfer, Purchasing Card).

4.7 Line of Credit

Supplier shall provide adequate line of credit with functional credit terms with or without discount. Proof of the line of credit shall be submitted with the proposal.

4.8 Support Services

1. Insurance Program: Supplier will provide details of insurance program as per insurance requirements contained in this RFP.
2. Quality Control and Assurance Guarantees Quality Control Program must include at a minimum:
 - a) Bi-annual fuel Facility inspections and documentation and bi-annual refueler inspections and documentation for leased refueler.

4.9 Brand Identification

Indicate availability to provide and install brand identification to include, but not be limited to, a large sign at the Aviation Center and a sign at the self-service fuel facility. Signs shall be installed at the beginning of the contract period, equal in size to existing, or agreed to by the Federal Aviation Administration, the Texas Department of Transportation Aviation Division, and the City of Edinburg.

4.10 Administrative Support

1. Administrative Support:

Supplier shall provide administrative support relative to supplier – EBG relationship.
2. Account Manager:

Supplier shall provide an account manager whose interest and function is aviation and product sales.
3. Branded Uniform Program: Supplier shall provide a branded uniform program.

RFP SPECIFICATIONS/REQUIREMENTS Continued:

4. Technical Expertise:

Supplier must provide technical expertise to be available twenty-four (24) hours per day seven (7) days a week and have available proprietary laboratory support.

5. Supplier Restrictions:

Supplier may not impose a retail/wholesaler credit card related discount/rebate programs that requires EBG participation or funding without prior written consent.

Supplier may not impose retail wholesale purchase programs requiring EBG participation or funding relating to customer volume discounts.

4.11 National Sales Promotion and Advertising Program

1. **National Advertising:** Identify and outline a continuous annual national sales promotion program. Include a copy of the current advertising insert and name of publication or trade journals/magazines and at what cost. Describe how EBG would be included.
2. **Cooperative Advertising Program:** Identify and describe any co-operative advertising programs including a branded uniform program. Include any special project or local advertising cost and support by supplier for EBG advertising for promotion of fuel sales. Provide details of how credit is applied and maintained.
3. **Aviation Industry Participation (AIP):** Describe trade show participation by Supplier, including NATA and NBAA conventions. Identify opportunities for EBG. Discuss Supplier membership in industry organizations (e.g., NBAA and NATA) demonstrating active participation on committees. Identify aviation directory support.
4. **National Sales Promotion Program:** Provide availability of a national sales promotion program with a minimum of ten (10) years tenure. Program must be cost effective with potential for generating new and repeat business.

4.12 Implementation and Start-up Plan

Proposers shall provide a detailed start-up plan which assures a smooth transition from the current fuel provider with no interruption of services to South Texas International Airport at Edinburg (EBG). This plan shall include, but not be limited to, fuel delivery, fuel truck delivery schedule, installation of signs and uniforms supply.

4.13 Official Proposal Form

Proposals shall include an executed Official Proposal Form in the format attached as Appendix A.

RFP SPECIFICATIONS/REQUIREMENTS Continued:

SECTION 5: INSURANCE

All Proposers must furnish proof of acceptable insurance. A copy of the Proposer's current insurance certificate or a statement from the firm's insurance company or authorized representative verifying the firm's ability to obtain the insurance coverage stated herein shall be submitted with the proposal. The minimum required insurance coverage is not intended to, and shall not in any manner, limit or reduce liabilities and obligations assumed by the Proposer, its agents, employees, or subcontractors.

Subcontractors to the supplier providing transportation and delivery service to the South Texas International Airport at Edinburg on behalf of the supplier must be contractually required by the supplier to comply with evidencing the insurance requirement under Insurance sub-sections 1, 2 and 3 incorporated herein.

Supplier shall procure and maintain at its own expense the following types and amounts of insurance with deductible limits acceptable to the City for the term of the Agreement:

1. Commercial General and Umbrella Liability Insurance, which shall include liability arising from independent contractors and contractual liability, written on ISO occurrence form. The Supplier shall carry limits of insurance no less than the following:

Premises/Operations Coverage	\$10,000,000
Each Occurrence	
Products/Completed Operation	\$10,000,000
Each Occurrence	
Personal Injury & Advertising Injury	\$10,000,000
Each Occurrence	
General Aggregate	\$10,000,000
Fire Legal Liability	\$ 50,000
Medical Payments	\$ 5,000

The City of Edinburg shall be an additional insured on the General Liability policy. The Supplier's insurance will be primary and include a waiver of subrogation, in favor of the City of Edinburg.

2. Business Auto and Umbrella Liability, which includes contractual liability, shall be carried with a Bodily Injury & Property Damage Limit not less than \$5,000,000 each accident. Such coverage shall cover liability arising out of any auto (including auto, hired, and non-owned autos). The City of Edinburg shall be an additional insured on the Business Auto policy. A waiver of subrogation, in favor of the City of Edinburg, is required for this coverage.

3. Worker's compensation and employer's liability insurance in an amount required by Texas state law. Employers Liability limits of at least the following are required:

Per Employee	\$1,000,000
Per Employee	\$1,000,000
Policy Limit	\$1,000,000

RFP SPECIFICATIONS/REQUIREMENTS Continued:

A waiver of subrogation, in favor of the City of Edinburg, is required for this coverage.

4. Property coverage in an amount sufficient to protect the City from a loss as a result of damage to its property under the Agreement.

Evidence of Insurance

Evidence of Insurance: An original hand signed certificate(s) evidencing the insurances as specified above and referencing this agreement shall be attached prior to the execution of an agreement. The successful proposer, at its sole expense, shall obtain and cause to be kept in force at all times during the term of the agreement, liability insurance issued by a company or companies of sound and adequate financial responsibility, authorized to do business in the State of Texas, by policies meeting the requirements of the laws of the State of Texas. Subsequent renewal certificates shall be delivered to the City at least fifteen (15) days prior to a policy's expiration date except for any policy expiring on or after the expiration date of this Agreement.

Each certificate shall contain a valid provision or endorsement that the policy shall provide a minimum thirty (30) days advance written notice to the City in the event that the policy is not to be renewed, canceled, or materially changed or altered. Such notice is to be sent to the Airport Manager, via e-mail dmelvin@cityofedinburg.com and to P.O. Box 1079, Edinburg, Texas 78540.

Failure of the City to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Supplier's obligation to maintain such insurance. Supplier shall provide certified copies of any or all insurance policies required above within ten (10) days of the City's written request for said copies.

The City reserves the right to review the insurance provisions stated herein as to the amount of coverage, new types of insurance and new terms, etc. If such review indicates that the Operator's insurance coverage is below the recommended minimums of the Airports Council International (ACI), or the American Association of Airport Executives (AAAE), the City reserves the right to modify the insurance coverage under this Agreement.

SECTION 6: PROPOSAL EVALUATION AND SELECTION

A. Criteria

The following criteria will be considered for comparative evaluation; however, the order of listing does not imply their relative importance:

1. Quality of Operation - The ability of the Proposer to provide a full service program and to operate in a quality customer service oriented fashion.
2. Professional Experience - The past experience of the Proposer in successfully operating similar aviation fuel services.
3. Fuel Price
4. Financial Capability - Whether the Proposer exhibits the necessary financial responsibility and strength to successfully open and operate as a fuel supplier.

RFP SPECIFICATIONS/REQUIREMENTS Continued:

5. Refueler Lease Program
6. Credit Card Processing Program

B. Additional Information from Proposers

After submission of Proposals, the City may request additional information (written or otherwise) from any or all Proposers. Proposers shall identify in the submitted Proposal package the person who, if required, will make an oral presentation.

C. Evaluation Process

After reviewing all submitted Proposals, the Selection Committee shall certify Firm(s) as qualified. Upon review, the Selection Committee and Airport Staff will make recommendations to the Edinburg Mayor and City Council of at least three (3) firms it deems to be most qualified and capable to perform the required services.

The City of Edinburg, at its discretion, may request oral, written, or visual presentations from; conduct interviews with; or conduct visits to the office, facilities, or projects of the firms it selects from among those submitting proposals.

If the Committee deems it necessary to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place and time for that meeting, and then establish the order of presentations for interviews.

The Committee may waive oral presentations or interviews. If no oral presentations or interviews are requested, the Committee selection shall be based on its initial review and evaluation.

The evaluation of Firm's qualifications and capabilities shall include but not be limited to such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and such other factors as may be determined by the Airports Selection Committee to be applicable to the particular requirements of the project for which the services have been requested.

At the conclusion of its evaluations, the Airport's Selection Committee shall establish, by consensus, a list of at least three (3) firms most qualified and capable to perform the required services. The Airport's Selection Committee shall report its recommendations and order of preference to the Edinburg Mayor and City Council.

Should the Selection Committee determine from its evaluations that there are less than three (3) qualified firms submitting Proposals, it shall provide the Edinburg Mayor and City Council with such recommendation(s) as it deems appropriate under the circumstances.

The Edinburg Mayor and City Council, after consideration of the recommendation(s) and order of preference reported by the Airport's Selection Committee, will take such action, as it deems appropriate to approve, in order of preference, the firms that it deems qualified and capable to perform the required Services.

RFP SPECIFICATIONS/REQUIREMENTS Continued:

D. Negotiation and Execution of Service Provider Agreement

Proposers are placed on notice that an agreement ultimately will be negotiated. The City may choose to negotiate with more than one (1) Proposer, or to request other Proposers to stand by for possible discussions should negotiations with the selected Proposer fail to result in an agreement. Any negotiated draft agreement is not binding on the City until approved and executed by the City Manager and the City Attorney, as attested by the City Secretary.

E. Nonconforming Proposals

The City anticipates awarding the Agreement under the terms and conditions set out in this RFP.

Proposers should bear in mind the competitive nature of the Proposal process and the fact that the City will be looking for the Proposal which offers the best advantage to the City and should draft their Proposals accordingly. The City is not obligated to accept any Proposal, whether conforming or nonconforming.

- APPENDIX A -
PROPOSAL FORM

PROPOSER'S NAME: _____

To: RFP # 2013-004
City of Edinburg
C/O City Secretary
P.O. Box 1079
Edinburg, Texas 78540

Ladies/Gentlemen:

1. The undersigned, hereinafter called "Proposer," having visited the site of the subject property and having become familiar with local conditions, the nature and extent of the proposed project, and having examined carefully the proposal documents and having fulfilled their requirements, proposes to provide aviation fuel and related services in full accordance with the attached proposal offered in response to the City of Edinburg's Request for Proposals RFP 2013-004, for an Aviation Fuel Supplier for South Texas International Airport at Edinburg, Edinburg, Texas.

Jet A Fuel Price Per Gallon \$ _____

_____ (written)
Avgas 100LL Fuel Price Per Gallon \$ _____

_____ (written)

2. The Proposer hereby acknowledges receipt of the following Addenda issued during the proposal period:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

3. By submitting a proposal, the Proposer authorizes the City of Edinburg to conduct whatever investigations into the Proposer's qualifications that the City deems necessary. Proposer further recognizes and accepts that the City may reject the proposal based upon the exercise of its sole discretion, and Proposer waives any claim it may have for damages or other relief resulting directly or indirectly from said investigations or the rejection of its proposal, including, but not limited to, any claim arising out of the disclosure of any pertinent information relating to the reasons for rejection of said proposal.

In witness whereof, the Proposer, by its duly authorized representative, has hereunto set its signature and affixed its seal this _____ day

of _____, 2012.

PROPOSER: _____

By: _____
(signed)

Printed Name:

(Corporate Seal)

Title: _____

Mailing Address

City, State, Zip

Telephone Number

Contact Person

Federal ID Number

E-mail Address

Official Proposal Form must be notarized or have a corporate seal to be considered responsive.

THIS FORM MUST ACCOMPANY PROPOSAL PACKET
ATTACHMENT E – PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

- 1. Licenses: _____
- 2. Bonds: _____
- 3. Certificates: _____
- 4. Permits: _____
- 5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my Firm is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

*** Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.**

_____ Authorized Signature	_____ Date
_____ Firm	
_____ Address	
_____ City, State, Zip	

ATTACHMENT F - LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES NO

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT G
FIRM PROVIDING PROPOSAL FOR AVIATION FUEL SUPPLIER QUALIFICATIONS
GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Firm: _____
(Full, correct legal name)
- 2 Address: _____

3. Telephone/Fax: _____
4. Does your Firm anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
- Yes___ No___
5. Is your Firm authorized and/or licensed to do business in Texas?
Yes___ No___
6. Where is the Firm's corporate headquarters located? _____
7. a. Does the Firm have an office located in Edinburg, Texas?
- Yes___ No___
- b. If the answer to the previous question is "yes", how long has the Firm conducted business from its Edinburg office?
- ____ (years) ____ (months)
- c. State the number of full-time employees at the Edinburg office. _____
8. a. If the Firm does not have an Edinburg office, does the Firm have an office located in Hidalgo County, Texas?
- Yes___ No___
- b. If the answer to the previous question is yes, how long has the Firm conducted business from its Hidalgo County office?
- ____ (years) ____ (months)
- c. State the number of full-time employees at the Hidalgo County office. _____
9. Has the Firm or any of its principals been debarred or suspended from contracting with any public entity?
Yes___ No___

If yes, identify the public entity and the name and current phone number of a representative of the public

entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

10. Indicate person whom The CITY may contact concerning your submittal or setting dates for meetings.

Name: _____
Address: _____
Telephone: _____
Fax: _____
Email: _____

11. Surety Information

Have you or the Firm ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No ()

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

12. Bankruptcy Information

Have you or the Firm ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ()

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

13. Provide any other names under which your business has operated within the last 10 years.

ATTACHMENT H — REFERENCE DETAILS FORM

Reference 1	
Name of Fire Department	
Contact Person	
Telephone Number	
E-mail Address	

Reference 2	
Company/Department	
Name	
E-mail Address	
Telephone Number	

General Reference 3	
Company/Department	
Name	
E-mail Address	
Telephone Number	

General Reference 4	
Company/Department	
Name	
E-mail Address	
Telephone Number	

General Reference 5	
Company/Department	
Name	
E-mail Address	
Telephone Number	

ATTACHMENT I – DECLARATION FOR APPLICANTS

I declare that the following documents have been enclosed with our application:

1.	One original and three copies of a statement of qualification and Proposal
2.	Completed Pricing Sheet
3.	Project Requirements Acknowledgement Form
4.	Litigation Disclosure Form
5.	Completed Qualifications General Questionnaire Form
6.	Reference: Details Form
	Signed
	Name (Block Capitals):
	Position in Firm
	Date

ATTACHMENT J- SUBMITTAL CHECKLIST

This checklist is to help the Firm submitting proposal for AVIATION FUEL SUPPLIER ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Tab A – Interest Statement	
Tab B – Firm submitting proposal for PHYSICAL EXAMINATIONS FOR FIREFIGHTERS Qualification General Questionnaire (Attachment G in RFP)	
Tab C – *Project Requirements Acknowledgement (Attachment E in RFP)	
Tab D – Litigation Disclosure (Attachment F in RFP)	
Tab E – * Pricing Sheet (Attachment B in RFP)	
Tab F – Submittal Checklist (Attachment J in RFP)	
Tab G - * Declaration of Applicants (Attachment I in RFP)	
Tab H – Reference Details Form (Attachment H in RFP)	
Tab I – Additional Services Form (Attachment C in RFP)	
1 Original* and 4 Copies of Submittal	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**