

City of DeFuniak Springs

Request for Proposal



DeFuniak Springs Airport Aviation Fuels Supplier

Issue Date: 01/10/2019

Table of Contents

1	Procurement Timetable
1	Submittal Qualifications and General Guidelines for Submissions
4	Evaluation Procedures for Review of Proposals
5	Scoring Proposals
6	RFP Award Discloser
6	Other Guidelines and Requirements
7	Questions Regarding Specifications or Proposal Process
8	Other Matters
9	Technical Specifications
11	Proposal Format
11	Submission Deadline
12	Appendices
	13 - Appendix A Business Information
	14 - Appendix B Contact Information
	15 - Appendix C-1 Fuel Pricing Information Jet-A Pre-Mixed W/ FSII
	16 - Appendix C-2 Fuel Pricing Information 100LL
	17 - Appendix C-3 Credit Card Electronic Processing Fee Schedule
18	Required Forms
	19 - Proposers Certification
	20 - W-9
	21 - Public Entity Crimes

Procurement Timetable

Task	Date
Release of RFP	01/10/19
Written Questions Due	02/07/19
Final Addendum / Questions to Answers Released	02/14/19
Vendor Proposals Due	02/28/19
Proposal Evaluation	03/01/19 thru 04/16/19
Interviews (if requested by ranking committee)	03/19/19
Award Date	04/22/19
Estimated Project Start Date	TBA

Submittal Qualifications and Submission Guidelines

1. Proposals shall be received at the City Hall address listed below and are due by **February 28, 2019 at 2:00 pm CST.**

ATTN: Airport Director
 City of DeFuniak Springs
 71 US Hwy 90 West
 DeFuniak Springs, FL 32435

2. It is the responsibility of the Proposer to have its sealed proposal at the City Hall **prior to the date and time of opening**. No late proposals will be accepted. Proposals received after the scheduled proposal deadline will remain unopened and will not be considered.
3. The Proposer's response shall include: technical information, scope of services, a summary of auxiliary programs, required forms, and a fees schedule as outlined in Appendices C1, C2, C3, and D. Combined, these documents shall include all information requested in this request for proposal.
4. The Proposer participating in this solicitation shall submit proposals on or before the time and date stated above.
5. The City of DeFuniak Springs reserves the right to reject any or all proposals, waive formalities and make the award based on the best interest of the City.
6. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business, and the City is not liable for incurred costs.
7. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Ryan Adams, Airport Director, City of DeFuniak Springs, via e-mail

airportdirector@defuniaksprings.net . No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting proposals.

8. Any conditions or expectations on the part of the Proposer for performance by the City must be set forth in the proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
9. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
10. The City will not be responsible for misdirected proposals. Proposer should email Ryan Adams, Airport Director, at airportdirector@defuniaksprings.net to confirm receipt of their proposal documents.
11. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.
12. The RFP and any addenda issued may be obtained from the City of DeFuniak Springs website at <http://www.defuniaksprings.net> and clicking "RFP: DeFuniak Springs Airport Aviation Fuels Supplier". Proposers are at liberty and are encouraged to expand upon the details, qualifications and proposals to give additional evidence of their ability to perform and provide a system as described in this RFP. All updates and changes to the RFP will be posted on the City website and Proposers are encouraged to check daily for new information or updates. Each Proposer is required before submitting a proposal to be thoroughly familiar with the requirements and specifications listed in this RFP. Additional allowances will not be made due to Proposers lack of knowledge relating to the terms, conditions and specifications contained within this RFP. It is the responsibility of the Proposer to determine if any component(s) of the RFP or specifications do not meet the required standards of applicable State or Federal Laws.
13. The proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.

Required Forms - Please provide the signed required forms in this section. (Forms attached for your convenience)

- I. Proposer's Certification
- II. References
- III. Drug free workplace certification
- IV. W-9 Form

14. It is intended that the all documents pertaining to this request for proposal shall define and describe the complete services to which they relate.
15. The Proposer is advised to examine all documents and current parameters of the services in becoming fully informed as to their conditions. This includes the conformity with specific standards and the character, quality and quantity of the reports and services required. Failure to examine these areas will not relieve the successful Proposer of his obligation to furnish all deliverables and services necessary to carry out the provisions of the contract.
16. The City will consider the degree to which each Proposer has submitted a complete proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.
17. The City reserves the right to negotiate modifications to qualifications that it deems acceptable, reject any and all qualifications, and to waive minor irregularities in the qualifications.
18. Following the evaluation of the proposals, the top ranking firm(s) may be asked to make an oral presentation and/or be interviewed. If a determination is made that presentations are desired, presentations will be scheduled in accordance with the established procurement timetable.
19. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be brought in any court in Walton County, Florida. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
20. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
21. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep themselves fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law,

ordinance, regulation, order, or degree, Proposer herewith shall report the same in writing to the City of DeFuniak Springs.

22. Proposer shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the City and its' agents against the violation of any such law, ordinance, regulation, order or decree, whether by Proposer or by Proposer's employees. Licenses of a temporary nature, necessary for the prosecution of the services shall be secured and paid for by the successful Proposer.

Evaluation Procedures for Review of Proposals

Sealed proposal responses will be publicly opened and read aloud in the City of DeFuniak Springs City Hall 71 US HWY 90 West, DeFuniak Springs, FL 32435 at 2:00 pm CST, on February 28, 2019.

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.). If deemed necessary by the ranking committee, interviews will be scheduled for March 19, 2019.

1. Request for Modification:

The City reserves the right to request that the proposer modify his proposal to more fully meet the needs of the City.

2. Proposal Acknowledgment:

By submitting a proposal, the Proposer certifies that he has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

3. Request for Additional Information:

The Proposer shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide the services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the DeFuniak Springs Police Department.

4. Acceptance/Rejection/Modification to Proposals:

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the proposals.

5. Proposals Binding:

All proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

6. Alternate Proposals:

An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements of the Request for Proposal which differs from the approach set forth in the solicitation. An alternate proposal may also be a second

proposal submitted by the same proposer which differs in some degree from its basic or prime proposal. Alternate proposals may be in the area of technical approach, or other provisions or requirements of the solicitation. The City will, during the initial evaluation process, consider all alternate proposals submitted.

7. Addendum or Amendment to Request for Proposal:

If it becomes necessary to revise or amend any part of this Request for Proposal, City Administration will furnish the revision by written Addendum and will place it on the City website: <http://www.defuniaklsprings.net>

8. Economy of Preparation:

Proposals should be prepared in such a manner which will provide a straightforward concise description of the Proposer's ability to fulfill the requirements of the proposal.

9. Proprietary Information:

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses are in the public domain. However, the proposers are required to identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Scoring Proposals

The City will review all proposals to determine compliance with the requirements as specified in the RFP. Only proposals which, in the opinion of the Selection Committee, meet the requirements of the RFP will be further evaluated. The City intends to select a person, persons, or company that demonstrates, in the City's opinion, the highest degree of compliance to the RFP with the criteria listed below:

- Pricing/Cost 0-40 points
- Business and Technical Support 0-30 points
- Quality of Submittal 0-20 points
- References 0-10 points

The quality of submittal determination (0-20 points) will be based on the information provided in response to this Request for Proposals. The selection committee will determine how well each Proposer's response meets or exceeds the requirements as stated in this solicitation and will select the Proposer's proposal which is most advantageous to the City. Further consideration will be based on, but not limited to, the following factors, which may not necessarily be in the order of importance: a. Proposer's experience in the industry b. Presentation of information contain within proposal c. Validity of responses d. Completeness of Proposal e. Attention to detail f. Satisfactory demonstration of ability to perform necessary responsibilities to fulfill contractual obligations g. Evaluation of key personnel h. Other Considerations/Incentives

RFP Award Disclosure

1. The officials of the City of DeFuniak Springs reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract. In conducting discussions, there shall be no disclosure of any information derived from qualifications submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.
2. The City reserves the right to reject any and all proposals and to waive minor irregularities in the proposals. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.
3. Protests, appeals and disputes: A contract may not be awarded to a Proposer, unless prior to scheduled award, the committee ranking has posted at City Hall at 71 US HWY 90 West, DeFuniak Springs, FL 32435 and the DeFuniak Springs Municipal Airport at 1931 US HWY 90 West, DeFuniak Springs, FL 32435, 72 hours prior to the scheduled award by the City Commission. Protest must be submitted in writing to the City Manager no later than five (5) working days prior to the scheduled award by the City Council. Should the matter not be resolved to the satisfaction of the Proposer, the appeal shall be heard by the City Council. The City Manager shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence. Any documentation not issued by or received by the City Manager shall be null and void. All costs accruing from a Request for Proposal or award challenge shall be assumed by the challenger. The decision of the City Council shall be final and conclusive. Its decision shall be binding on all parties concerned, reviewable by a court of competent jurisdiction in Putnam County in accordance with laws of the State of Florida.
4. The length of this agreement shall be one (3) year, with two (2) one (1) year renewals possible based on the mutual consent of both parties. Contract may be terminated by either party with 60 days written notification.

Other Guidelines and Requirements

Public Records:

Upon award recommendation ten (10) days after closing, submittals become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the State of Proposals and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm’s credit data to the City.

Prohibition against Contingent Fees:

It shall be unethical for a person to be retained or to retain any company or person, other than a bona fide employee working solely for the consultant, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the consultant, any fee, commission, percentage, gift or other consideration contingent upon or resulting from award or making of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement at its sole discretion, without liability and to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Accuracy of Proposal Information:

Any proposer which submits in its RFP to the City any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified as non-responsive.

Licenses:

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal of the RFP. Any licenses or fees required shall be the responsibility of the proposer.

Affirmation:

By submission of a RFP, respondent affirms that his/her submittals is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a RFP for the same services and is in all respects fair and without collision or fraud. Respondent agrees to abide by all conditions of this request for Proposal and the resulting contract.

Advertising:

In submitting an RFP, a proposer agrees not to use the results there from as a part of any commercial advertising, without the express written approval of the City of DeFuniak Springs.

Acceptance/Rejection:

The City reserves the right to accept or reject any or all RFP's and to make the award to these proposers, which in the opinion of the City will be in the best interest/or the most advantageous to the

Questions Regarding Specifications or Proposal Process:

1. Any questions relative to interpretation of specifications or the proposal process shall be addressed to Ryan Adams- Airport Supervisor, in writing, in ample time before the period set for the receipt and opening of proposals. No inquiries, submitted within ten (10) days of the date set for receipt of qualifications will be given any consideration. Any interpretation made to prospective proposers will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed in writing to all prospective proposers (who have registered with the City for this RFP) no later than five (5) days before the date set for receipt of proposals.

2. It will be the responsibility of the proposer to contact the Airport Director prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal.

Note: All prospective respondents are hereby cautioned not to contact any member of the City of DeFuniak Springs, City of DeFuniak Springs Staff or Officials other than the specified contact person concerning this project. Any such contact shall be cause for rejection of your RFP. **Direct RFP Inquiries to the email contact listed below:**

Ryan Adams, Airport Director - airportdirector@defuniaksprings.net

Other Matters

Force Majeure:

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

Collusion:

By offering a submission pursuant to this Invitation to Propose, the Proposer certifies the Proposer has not divulged discussed or compared his proposal with other Proposer and has not colluded with any other proposer or parties to this Proposal whatsoever. Also, the Proposer certifies, and in the case of a joint bid, each party thereto certifies, that his/her own organization's bid and prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor. Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the scheduled opening, directly or indirectly to any other Proposer or to any competitor. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition. The only person or persons interested in this Proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of the Proposer.

Technical Specifications

Submitted proposals shall follow the recommended format outlined below and all requested information shall be supplied. Incomplete information may result in lower total score during the evaluation and selection process.

1. Scope of Services

A. Description of Work

The proposer must furnish aviation fuel to the City of DeFuniak Springs. All products must conform to Florida Department of Agriculture Standards.

B. License

All Proposers must be qualified under the laws, rules and regulations of the State of Florida and the City of DeFuniak Springs to perform the work required by these documents.

C. Delivered Aviation Fuel

The successful Proposer must deliver aviation fuel to the DeFuniak Springs Airport. Freight for delivered fuels must be F.O.B. destination.

D. Delivery Schedule

Delivery schedule will be on an “as needed” basis. If the City calls, product is to be delivered to the above stated location within 72 hours or less of call from Airport staff, with the exception of weekends and holidays.

E. Emergency Plan

The successful Proposer must provide a back-up fuel site or plan (access to another fuel site, etc.) for emergency situations in the event the primary fuel station is down. Quote “emergency after hours” delivery rates, if applicable.

2. Customer Service and Auxiliary Programs

A. Contacts

Provide a list of personnel available, position descriptions and qualification statements dedicated to Airport Staff for customer service needs and/or problem resolution. This list should include contacts for quality control, logistics, marketing/advertising, contract fuel, billing, fuel dispensing and storage equipment (reels, hoses, filters, valves, placards, etc.) and training.

B. Response to Request

Provide a plan with your ability to respond to standard requests within 24 hours and emergency requests within 1 hour of receiving the request from Airport personnel. This includes night, holiday and weekend availability.

C. Emergency Resources

Provide examples of resources that will be available to the Airport in the event that fuel is contaminated or equipment fails (i.e., deployment of a substitute truck and trailer with replacement fuel meeting standards, etc.)

3. Quality Assurance/Quality Control

A. Application

Provide copy of Proposer's QA/QC program.

B. Compliance

Describe in detail a proactive plan of action to ensure the City meets or exceeds Proposer's standards of operations pertaining to QC/QA. Description should include audits, key support personnel, and support of daily aviation fuel QC/QA functions.

4. Training Programs

A. Support

Provide a description of on-site practical training on startup and annually thereafter. Printed, and/or online training manuals as well as suggestions for use and best practices shall be provided as part of the training process. Proposal should include a list of industry standard certification courses provided for Airport Services Representatives and/or Line Crew Technicians.

5. Marketing Support and Pilot Incentive Programs

The preferred Proposer would be a full service marketer providing the Airport with a complete package of marketing and support services related to the sale of aviation fuels, including but not limited to:

A. National Advertising: Proposer's program should be proactive and aggressively supporting the Airport. Proposer will outline their national advertising program including trade journals, magazines, internet publications and web sites, the frequency of these advertisements.

B. Pilot Incentive Program: Proposer's program should be proactive and aggressively supporting Airport. Proposer will outline their national pilot incentive program and the cost to Airport.

C. Co-op Advertising Program: Proposer shall submit a flexible co-operative advertising program which provides as a minimum, the fuel supplier to pay for half of all ads which contain the fuel supplier's logo and/or \$.005/gallon of retail fuel sales per 12 month period to be contributed to advertising and promotions for Airport.

D. Marvel of Flight Sponsorship: Proposer shall outline their proactive and competitive sponsorship support plan of action for the Airport's Annual Marvel of Flight: Fly-In and Expo. Marvel of Flight is an airport open house community event which is free to the general public.

Proposal Format

1. Cover Letter
Please include the name, address, and telephone number of the company, and be signed by the person or persons authorized to represent the company.
2. Table of contents
Clearly identify materials contained in the proposal by section and page number.
3. Introduction
Describe and demonstrate an understanding of the objectives described in the invitation to proposal and overall approach to this project.
4. Proposal Details
Describe the details of the proposal as stated in the Technical Specifications section of the RFP. Please also enclose Appendices A, B, C-1, C-2, C-3, D and all other Required Forms.
5. Assigned Personnel
Identify the principals (authorized agents/representatives) having primary responsibility for implementing the proposal. Discuss their professional and academic backgrounds.
6. References
Provide a minimum of (3) references for work of similar size and scope to the City that can provide testimony to qualifications of the firm and personnel. Additional references may be provided as an Appendix in the Respondent's response. Include the following information at minimum:

Airport:
Address:
Number of Years of Partnership:
Services Received:
Contact Name and Title:
Contact Email Address:
Comments:

All proposals received from proposers in response to this Request for Proposal will become the property of the City of DeFuniak Springs and will not be returned to the Proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

Appendices

Appendix A

Business Information:

Full Legal Firm/Company Name: _____

Business Street Address: _____

Business Mailing Address: _____

Business Telephone Number: _____

Business Fax Number: _____

County: _____ Minority Owned: _____ #of Employees _____

Corporation: _____ Partnership: _____ Proprietorship: _____ L.L.C. _____ L.L.P. _____

Year Est. _____ No. of Years in Business _____ Federal ID No. _____

Nature of Business: _____

Principals:

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Bank Reference: _____

Checking Account No. _____

Address / City / State / Zip: _____

Phone No. _____

Appendix B

Contact Information:

Name of Vendor: _____

Contact Person: _____

Title of Contact Person: _____

Business Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

E-Mail: _____

Signature: _____

Date: _____

Appendix C-1

Fuel Pricing Information: Jet-A Premixed W/ FSII – 4000 Gal.

****Proposer's Fuel Mark Ups shall be firm for the duration of the contract****		
Basis Pricing as of _____		
<i>Source/Terminal Name i.e. Actual Terminal Location for Loading</i>	Primary:	Secondary:
<i>Proposer's Cost</i>		
<i>Proposer's Fixed Mark Up</i>		
<i>Base Sales Price including fixed transportation cost to the DeFuniak Springs Municipal Airport</i>		
<i>Federal LUST</i>		
<i>Federal Oil Spill Tax</i>		
<i>FL State Excise Tax</i>		
<i>FL Pollution Tax</i>		
<i>Other Fees/Taxes (specify):</i>		
<i>Other Fees/Taxes (specify):</i>		
<i>Other Fees/Taxes (specify):</i>		
<i>Total Sales Price Including All Applicable Fees/Taxes</i>		
<i>Total Sales Price W/ Applicable Fees/Taxes 2 Weeks Prior</i>		
<i>Total Sales Price W/ Applicable Fees/Taxes 4 Weeks Prior</i>		
<i>Total Sales Price W/ Applicable Fees/Taxes 6 Weeks Prior</i>		
<i>Total Sales Price W/ Applicable Fees/Taxes 8 Weeks Prior</i>		

Appendix C-2

Fuel Pricing Information: 100LL- 4000 Gal.

****Proposer's Fuel Mark Ups shall be firm for the duration of the contract****		
Basis Pricing as of _____		
<i>Source/Terminal Name i.e. Actual Terminal Location for Loading</i>	Primary:	Secondary:
<i>Proposer's Cost</i>		
<i>Proposer's Fixed Mark Up</i>		
<i>Base Sales Price including fixed transportation cost to the DeFuniak Springs Municipal Airport</i>		
<i>Federal LUST</i>		
<i>Federal Oil Spill Tax</i>		
<i>FL State Excise Tax</i>		
<i>FL Pollution Tax</i>		
<i>Other Fees/Taxes (specify):</i>		
<i>Other Fees/Taxes (specify):</i>		
<i>Other Fees/Taxes (specify):</i>		
<i>Total Sales Price Including All Applicable Fees/Taxes</i>		
<i>Total Sales Price W/ Applicable Fees/Taxes 2 Weeks Prior</i>		
<i>Total Sales Price W/ Applicable Fees/Taxes 4 Weeks Prior</i>		
<i>Total Sales Price W/ Applicable Fees/Taxes 6 Weeks Prior</i>		
<i>Total Sales Price W/ Applicable Fees/Taxes 8 Weeks Prior</i>		

Appendix C 3

Credit Card Electronic Processing Fee Schedule

Visa/ MasterCard Qualified	____%
Visa /MasterCard Non-Qualified	____%
American Express	____%
Discover	____%
MultiService	____%
Avcard	____%
Wright Express / Voyager	____%
Government Aircard	____%
Other:	____%
Other:	____%
Other	____%

Please describe in detail your organization's complimentary standard POS system that you will offer and maintain at no expense to the City of DeFuniak Springs Municipal Airport if awarded the contract for Aviation Fuels Supplier:

Required Forms

Proposer Certification

I have carefully examined the Request for Qualification, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the goods or services specified in the Request for Qualification. I agree that my qualification will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the qualifications.

I certify that all information contained in this qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this qualification is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a qualification for the same product or service; no officer, employee or agent of the City of DeFuniak Springs or any other proposer is interested in said qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

BY: Sworn to and subscribed before me this ____ day of _____, 20__

Signature

Name and Title, Typed or Printed

Insert W9 Form

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for _____.

2. This sworn statement is submitted by _____.

Whose business address is: _____.

and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

3. My name is _____ and my relationship to the entity named above is _____.

4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

____ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: _____ Signature: _____

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, in the year _____.

My commission expires: _____

Notary Public

Print, Type, or Stamp of Notary Public