

Sedona–Oak Creek Airport Authority

Fuel Request for Proposals

For

Aviation Fuels and Ancillary Services

For the Sedona Airport

Issued: July 28th, 2021

Responses Due: September 3rd, 2021

FUEL REQUEST FOR PROPOSALS
AVIATION FUELS AND ANCILLARY SERVICES
AT THE SEDONA AIRPORT

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AVIATION FUEL SUPPLIER WITH ANCILLARY SERVICES

I. Introduction

General

The purpose of this Fuel Request for Proposals (“RFP”) is to solicit offers from qualified aviation fuel suppliers (“proposers”) to supply bulk Jet-A and 100LL aviation fuels for storage and resale, and to provide other fuel-related business support services to the Sedona-Oak Creek Airport Authority (“SOCAA”) located in Sedona, Arizona.

The Sedona Airport has two above-ground fuel storage tanks, one for Jet-A (10,000 gallons) and one for Avgas 100LL (10,000 gallons). The tanks are owned and operated by SOCAA. Jet-A and Avgas fuel sales are conducted inside the terminal during hours of operation.

After evaluation of all proposals, SOCAA, as operator of the Airport, will enter into an Aviation Fuel Supplier Agreement (“Agreement”) with the successful proposer. The Agreement term will be for a period of three (3) years from the date of acceptance with two (2) optional renewal terms of one (1) year at SOCAA’s sole discretion.

Background

The Sedona Airport has been operated by SOCAA since 1970. The Airport is used primarily by General Aviation operators. The Airport property consists of approximately 230 acres. SOCAA, doing business as Red Rock Aviation, operates the only Fixed Base Operator (“FBO”). SOCAA also operates the General Aviation business terminal. Red Rock Aviation’s airport services include full-service aircraft refueling, hangar rentals, transient parking, aircraft maintenance, and other FBO services.

Red Rock Aviation is open 7 days a week, 365 days a year. Summer Hours (May-Sept) are 7:00 a.m. – 6:00 p.m. and Winter (Oct-Apr) 7:00 a.m. – 5:00 p.m. and is currently staffed by seventeen (17) employees, seven (7) of which are line technicians.

The Airport has 102 hangars, of which SOCAA owns twenty-seven (27). Seventy-nine (79) aircraft are currently based at the Sedona Airport and year-to-date, the Airport has averaged between 2,800 and 3,200 operations per month (30,000-40,000 operations per year average). The Sedona Airport has one runway, associated taxiways, runway safety areas, and a runway protection zone. Runway 03/21 is 5,132 feet long and 100 feet wide.

Frequent private jet traffic has resulted in increased jet fuel sales over the past 4 years at the Sedona Airport. The Airport is also home to numerous rotating fire HELITAC crews throughout the fire season (May-August), as well as two helicopter tour companies that call the Airport home.

The Airport has two above-ground fuel storage tanks, one for Jet-A (10,000 gallons) and one for Avgas 100LL (10,000 gallons). Jet-A and Avgas fuel sales are conducted inside the terminal during hours of operation. Fuel Shipments generally should be delivered between 7:00 a.m. and 4:00 p.m. any day of the week.

The Airport’s capital improvement program includes a \$2 million brand new fuel farm to allow for two new 15K Jet A tanks, one 12K Avgas Tank, a self-serve Avgas station, as well as the new fuel tanks to be equipped with a Scully system. The new fuel farm will comply with all Federal Aviation Regulations and applicable standards as well as having reclaim tanks for each tank resulting in saving fuel sump waste.

Historical Purchases by Sedona Airport

YEAR	<u>100 LL</u>	<u>Jet-A</u>
YTD	52,374	239,512
2020	94,224	263,970
2019	93,228	200,118
2018	101,027	218,958
2017	103,016	213,331

II. Price Quotation

SOCOA desires to receive the best possible pricing as part of this RFP. To facilitate the comparison of proposals, it is necessary that all proposals completely explain their method of pricing and index used (*i.e.*, Plats). F.O.B. destination, freight prepaid and delivered into the aviation fuel storage facility at Sedona Airport.

Proposers must specify a firm delivery charge, per gallon, above their actual cost for fuel. The delivery charge must remain firm throughout the life of the contract and any extension or renewal of the contract. Proposers must attach to their proposal a copy of the invoice from their supplier that indicates the actual cost for each product in the contract with the **EFFECTIVE DATE OF FUEL PRICING AND SUPPLIER’S INVOICE TO BE AUGUST 25, 2021.**

The unit prices for products under this contract shall be expressed in “per gallon” pricing. The unit (per gallon) price shall not exceed four (4) numbers to the right of the decimal (example: \$1.0257). Prices offered which include more than four numbers to the right of the decimal will be rounded to the nearest price with four (4) numbers to the right of the decimal.

Proposer shall not include any taxes or fees to the unit price. These products will be used for resale to the Airport’s customers. Any required taxes or fees shall be added to the invoice on separate lines.

III. Aviation Fuel Specifications

By submitting a proposal, proposer:

- (1) Warrants that the aviation fuel it will deliver to the Airport will meet or exceed the following minimum specifications:
 - **Jet-A**: Shall meet the requirements of American Society for Testing and Materials (“ASTM”) D-1655 (latest revision).
 - **Avgas 100LL**: Fuel received shall conform to ASTM D-910 specifications (latest revision) and shall be of the Aviation Gasoline type, 100 Octane, Low Lead (Avgas 100LL), or future replacement.
- (2) Agrees to provide (a) a certificate of analysis on all aviation fuel shipments and (b) traceability on all shipments back to the refinery.
- (3) **Understands and agrees that SOCAA may perform any additional tests at any time and reserves the right to reject any delivery it deems unsuitable at its discretion at the proposer’s sole expense.**
- (4) **Understands and agrees that SOCAA maintains the right to reject any operator/truck violating rules of safety or security.**

IV. Normal Delivery

By submitting a proposal, proposer agrees that:

- (1) Before initial delivery, proposer will furnish SOCAA with a Certificate of Insurance (minimum of \$50,000,000) conforming to the following criteria:
 - A. SOCAA is named as certificate holder.
 - B. SOCAA named additional insured on all coverage except Workers’ Compensation.
 - C. A Waiver of Subrogation in favor of SOCAA.
 - D. A thirty (30) day written cancellation clause.
- (2) Proposer will identify a single point of contact for all aspects of the contract, including the point of contact’s name, title, address, telephone number, e-mail address, and after-hours contact information in the event of an emergency.
- (3) SOCAA requires that normal fuel deliveries be accomplished within forty-eight (48) hours from the time of order. Deliveries will be accepted between 8:00 a.m. and 4:00 p.m., including holidays unless special arrangements have been made.

- (4) In the event the proposer cannot meet the time frame of a routine fuel shipment, the proposer shall be responsible for any and all increased costs to SOCAA should it be necessary for SOCAA to purchase fuel from another vendor.
- (5) Proposer will be required to furnish SOCAA with copies of the following at each delivery:
 - A. Bill of Lading
 - B. Certificate of Lab Analysis
- (6) Shipment will be required to settle for ten (10) minutes before unloading.
- (7) The following tests may be performed by SOCAA personnel before shipments will be accepted for transfer into the fuel storage facility:
 - A. Visual
 - B. Color
 - C. WSIM (Jet-A only)
 - D. Gaging
 - E. Bottom Sediment & Water
 - F. Temperature
 - G. API Gravity
- (8) SOCAA staff may perform any additional tests considered necessary.
- (9) SOCAA staff reserves the right to reject any delivery it deems unsuitable. SOCAA will furnish the proposer with reasons for rejection in writing within five (5) business days.
- (10) SOCAA maintains the right to reject any operator/truck violating Airport and/or any other safety rules, regulations, statutes, or ordinances.

V. Emergency Deliveries

SOCAA provides fuel to United States Forest Service aerial fire bombers, helicopters, and support aircraft during the annual fire season, which typically runs from May through August of each year.

By submitting a proposal, proposer agrees that:

- (1) Proposer shall provide emergency fuel shipments within twelve (12) hours for both Jet-A and Avgas 100LL seven days per week at any time to support flight operations.
- (2) Proposer shall be responsible for any increased costs to SOCAA should it be necessary for SOCAA to purchase fuel from another vendor in the event the proposer cannot meet the time frame of the emergency shipment.
- (3) The proposer will meet and be subject to the same standards and policies required for Normal Deliveries.

SOCOA reserves the right to purchase fuel from other sources in the event the proposer is unable to meet the timeframe necessary for the emergency shipment. This will only apply to emergency fuel shipments in support of the Forest Service during the fire season.

VI. Minimum Qualifications

To be considered for selection as the successful proposer, a proposer shall demonstrate in its proposal the following minimum qualifications:

- (1) Proposer must be a supplier of both Jet-A and Avgas 100LL meeting standards established by the Federal Aviation Administration and by manufacturers of the aircraft routinely operated in the United States.
- (2) Proposer must have a Refueler (vehicle) Lease/Purchase Program for Jet-A, 100 LL Trucks.
- (3) Proposer will provide relief refuelers, as required, to meet special needs and events at the Airport or in case of refueler failure.
- (4) Proposer shall provide all routine maintenance at no cost with the exception of normal wear and tear items such as oil change, brakes, tires, wiper, and etc. Proposer will allow qualified outside contractors to perform necessary maintenance, inspections, etc., on leased refuelers.
- (5) Proposer vehicles will have digital meters, with automated meter printers or other devices required by the State of Arizona, to provide one-time data entry at vehicles. Meters and systems shall be equipped with the P.O.S. system.
- (6) Proposer must be able to supply the Airport with its requirements for aviation fuels for at least three (3) years from the date of acceptance with two (2) optional renewal terms of one (1) year.
- (7) Proposer must be a long-term aviation refiner and/or marketer with a minimum of five (5) years' experience in aviation turbine and aviation gasoline fuels.
- (8) Proposer must have in place a customer service program that includes:
 - A representative who can answer fueling and quality control questions and provide support in a timely manner.
 - A credit card program that utilizes standard point of sale (POS) equipment for use by the Airport in the Airport Terminal. The POS system must be capable of electronically processing the following cards with money returned to the County electronically: supplier's credit card, Master Card, Visa, American Express, AvCard, Multi-Service Card, Discover, and Military/Government cards.

- Options to participate in advertising programs for the promotion of the Airport and fuel sales.
- Provision and installation of brand identification as approved by the Airport.
- An account manager whose total interest and function is aviation-related.
- The successful proposer will be required to outlay any and all startup costs related to the commencement of service to the Airport.

VII. Fuel Service Vehicles

In its RFP response, the proposer shall state its fuel service vehicle leasing program, define the types of fuel service vehicle available, including gallon capacity, number of reels, number of meters, delivery capacity in gallons per minute, and lease rates. Proposer shall also include copies of proposed lease agreements and a summary of maintenance items proposed to be performed by the proposers and by SOCAA.

Jet-A Fuel Service Vehicle

SOCAA will require one (1) Jet-A fuel service vehicle, and an option for a second preferably identical vehicle, with the minimum following options:

1. 3,000-gallon capacity
2. 200-250 GPM capability
3. Truck to be of new manufacture
4. Diesel engine or gas
5. Equipped with air-conditioning and heating.
6. One (1) single-point nozzle and two (2) overwing nozzles
7. Equipped with an automated Fuel System Icing Inhibitor injector.
8. Equipped with filter elements of a “Go/No Go” (Water Absorbent) type.
9. Equipped for bottom loading with an International Bayonet connection (API standard 4001).
10. Equipped with an Overfill Prevention System.
11. Equipped with a Scully system.

Avgas 100LL Fuel Service Vehicle

SOCAA will require one (1) Avgas fuel service vehicle with the minimum following options (prefer identical vehicle):

1. 1,000-gallon capacity
2. Truck to be of new manufacture
3. Equipped with air-conditioning and heating.
4. Gas engine
5. Equipped for bottom loading with a two-inch (2”) quick couple (male) dry break (OWP 1611 Series)

6. Equipped with an Overfill Prevention System.
 7. Air compressor for aircraft tires
- Proposer will provide initial training to maintenance staff on fuel service vehicle's maintenance and upkeep prior to vehicles entering into service and provide contact information for companies that provide spare parts and maintenance support.
 - Proposer must provide maintenance-related services support. SOCAA requires that mechanical support be provided within forty-eight (48) hours of a call for repairs to fuel service vehicles and if the equipment is to be out of service for a period greater than one (1) week to provide temporary equipment as a replacement.
 - Proposer will provide SOCAA with information, including pricing, for a proposer-installed electronic credit card reader system mounted in all vehicles if the proposer utilizes such technology or similar handheld technology for processing of sales at the aircraft.

VIII. Quality Assurance Inspection

By submitting a proposal, proposer agrees that:

- (1) Proposer will provide, at no additional costs to SOCAA, annual inspections of all fuel service vehicles regardless of ownership and annual inspections of the fuel facility. The inspectors, trained and certified as qualified by the Proposer, will provide written documentation of inspection results.
- (2) Proposer will also be expected to absorb the cost of replacing fuel filters at the fuel facility and for leased fuel service vehicles. Filters shall be changed in accordance with Department of Defense requirements MIL-STD-1548A.
- (3) Proposer must agree to indemnify SOCAA from loss arising from damage to property and injury to or death of persons arising from a failure of the quality of its products delivered to the Airport.
- (4) Proposer must have in place a Quality control program that meets or exceeds
 - The National Fire Protection Association (NFPA) regulations
 - American Society Testing Materials (ASTM) fuel quality standards
 - American Transportation Association (ATA) 103 regulations
 - Energy Institute (EI) regulation

- Joint Inspection Group (JIG) Bulletins
- Occupational Safety and Health Administration

(5) Proposer must provide these services:

- Updated Quality Control Manuals, which are current and completely revised within the last two (2) years.
- On-site training every two (2) years (via contractors and/or salaried employees).
- Fuel Farm inspections and documentation annually.
- Quarterly refueler inspections and documentation for leased refuelers.
- Filter changes on all vehicles, fuel farm, and tanks, at least annually, or as dictated by federal regulations.
- Filter changes and cleaning of the system if it is determined that a contaminated load of fuel was received into the fuel farm.
- Any other testing/lab fees, as may be required due to aviation accidents/incidents or suspected contamination.

(6) Proposer must provide Industry Associated Training program with live-action video and workbooks specific to the following areas, NATA Safety 1st preferred:

- Ground servicing
- Safety
- Refueling of piston aircraft
- Refueling of turbo-prop aircraft
- Refueling of jet aircraft
- Aircraft towing
- Fuel farm management
- Customer service
- Fire safety

IX. Marketing and Business Development

On its own, or in affiliation with a company capable of providing full-service marketing as described herein, proposer shall provide a description of FBO marketing support services related

to the sale of aviation fuels, including but not limited to those areas listed below. At a minimum, proposer shall provide for the following in proposal:

1. Describe the Marketing/ Business Development Funds (Funds) available to the Airport, per contract year, for the term of the Contract, and any extension term thereto.
2. Describe the benefits of its brand and national fuel contracts and describe how such programs will result in increased sales or business activity at Sedona Airport. Describe the methods used to measure the success of such programs.
3. Advertising Program: Identify and describe proposer's national advertising program
4. Co-operative (Co-op) Advertising Program: Describe proposer's proposed co-operative advertising program. Provide details of how credit is applied and maintained to include:
 - i. Description of Co-op Fund Calculation
 - ii. Description of restrictions associated with the use of Co-op Funds
5. Provide a complete signage plan proposal (airside, landside, and interior of the FBO terminal). Note that all signage must be approved by SOCAA. All approved signage shall be installed at the beginning of the contract period at no additional cost to SOCAA.
6. Describe the uniform availability or the Co-op reimbursement rates.

X. Credit Program

Proposer shall provide for a comprehensive credit card program, which will, at a minimum, provide for the acceptance of all major credit cards (Visa, Mastercard, American Express, Discover), Avcard & Multi-Service, bank cards, and guarantee payment to SOCAA. All credit card agreements will be with SOCAA. Proposer will provide a detailed explanation of its credit card program with its proposal including costs. Proposer shall identify the fees, if any, charged to SOCAA for processing each type of credit card. Such fees cannot be updated without written notification to SOCAA and SOCAA's consent.

Proposer shall specify whether a Point of Sale ("POS") machine is provided and what cost will be incurred by SOCAA for the POS machine. Proposer shall specify whether credit card imprinters are supplied, the number supplied, and the cost, if any to SOCAA.

XI. Ground Support Equipment

If applicable, the proposer shall state its ground support equipment ("GSE") leasing program, define the types of GSE equipment available, and provide lease rates. Proposer shall also include copies of proposed lease agreements and a summary of maintenance items proposed to be performed by the proposer and by SOCAA.

XII. Line Service Training

Proposer will indicate the type of line service training program available to SOCAA for the initial and recurrent training of SOCAA personnel as required by Federal Aviation Regulation Part 139.321. Proposer will indicate any other training courses, seminars, programs, etc. offered for continuing training of SOCAA line service, customer service, maintenance, and management staff to include costs of programs. Proposer to identify any uniform requirements and programs offered.

XIII. Installation of Automated Point of Sale Equipment

The successful proposer will install automated point of sale (POS) equipment in the Airport terminal building and on the refueling trucks within thirty (30) days after the award of the contract. The equipment will enable electronic credit card transactions. The successful proposer will outline credit card provisions to include dealer costs and transaction fees, accepted credit cards and fees, service and sales forms provided, procedures, and dealer cost for forms and equipment. The successful proposer will perform initial minimum two-hour training during installation and a refresher one-hour training thirty (30) days afterward to Airport staff.

XIV. RFP SUBMISSION REQUIREMENTS

No later than 5 p.m. on September 3rd, 2021 (“Proposal Deadline”), interested parties must deliver a written proposal to:

Sedona Airport Manager

Attn: Edward Rose

235 Air Terminal Drive

Sedona, Arizona, 86336

At that time, proposals will be publicly opened and read aloud, recording only the name of the proposer(s). All other information shall remain confidential until SOCAA approves an award to the proposal determined to be most advantageous to SOCAA.

XV. INSTRUCTIONS FOR RESPONSES

- A. Each written proposal, four (4) copies, must be submitted in a sealed envelope and addressed to:

Mr. Edward Rose, Airport Manager, 235 Air Terminal Drive, Sedona, Arizona, 86336.

- B. It is the proposer’s responsibility to ensure that its proposal is received at the proper location by the specified time. Submittals delivered to a location other than the above will not be considered duly delivered.

- C. Each sealed envelope containing a proposal must be plainly marked on the outside as “Aviation Fuels and Ancillary Services at the Sedona Airport Fuel Request for Proposals” and bear the name and address of the proposer(s).
- D. Proposals may be hand-delivered or sent via USPS, UPS, FedEx, or other parcel services. FAX proposals will not be accepted. If sent by U.S. Mail, the sealed envelope should be sent by certified mail and be indicated as received on the certified receipt prior to the Proposal Deadline.
- E. Late proposals will not be accepted. Delays due to mail and/or delivery handling, including, but not limited to delays within SOCAA’s internal distribution systems, do not excuse the proposer’s responsibility for submitting its proposal to the correct location by the stated deadline.
- F. SOCAA reserves the right to reject any and all proposals at any time, to waive any informality in proposals received, except with respect to the date, time, and place where documents are submitted, to cancel this Fuel RFP in whole or in part, to reissue this Fuel RFP and/or to accept or reject items of proposals received.
- G. In the event this Fuel RFP is canceled in whole or in part prior to the opening of proposals, all proposers shall receive a Notice of Cancellation and all proposals received shall be returned to the respective proposers unopened.
- H. All submittals, whether selected or rejected, shall become the property of SOCAA and will not be returned.
- I. All responses will be considered public information subject to Arizona’s Public Record Laws, A.R.S. § 39-121, et seq, and, subsequent to the award of this Fuel RFP, all or part of any submittal will be released to any person or firm who requests it unless SOCAA determines to withhold it as permitted by Arizona law. A firm shall specify within its cover letter if it desires that any portion of its Fuel RFP submittal be treated as proprietary or confidential and not releasable as public information. All such requests are subject to SOCAA legal review and approval.
- J. Each firm is solely responsible for all costs and expenses of any nature associated with responding to the Fuel RFP, including, but not limited to, attending the site visit, interviews, negotiations, and best and final offers, if applicable. SOCAA will not reimburse such costs in whole or in part under any circumstance.

XVI.Option to Extend Term

The successful proposer will enter into an Agreement with SOCAA. The Agreement will be for a period of three (3) years from the date of acceptance with two (2) optional renewal terms of one (1) year at SOCAA discretion.

XVII.Termination

The Agreement may be terminated at the discretion of SOCAA without cause upon 90 days' written notice to the other party. In case of termination, a new RFP may be re-issued.

XVIII. Insurance Requirements

By submitting a proposal, proposer agrees that:

1. Proposer shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the proposer, proposers' agents, representatives, employees or subcontractors.

2. Minimum Scope and Limits of Insurance, Coverage shall be at least as broad as:
 - a. Commercial General Liability: Insurance Services office Form GG 00 01, with a minimum \$50,000,000 per occurrence/ \$50,000,000 aggregate Bodily Injury/ Property Damage for Airport Premises operations; \$50,000,000 per occurrence / \$50,000,000 aggregate Personal Advertising Injury; \$50,000,000 per occurrence/ \$50,000,000 aggregate Product / Completed Operations Liability. Mis-delivery of Liquid Products should be included.

 - b. Auto Liability: ISO Form Number CA 00 01 covering any auto (Symbol 1), or if Vendor has no owned autos, hired (Symbol 8), and non-owned autos (Symbol 9), with limit no less than \$5,000,000 Combined Single limit per accident for bodily injury and property damage. Include MCS90 and Broadened Pollution CA9948 Endorsements.

 - c. Workers' Compensation: Statutory Limits as required by the State of Arizona, and Employer's Liability Insurance with the limit of no less than \$1,000,000 per accident for bodily injury or disease.

 - d. Contractors Pollution Legal Liability: Applicable to the work being performed, with a minimum \$3,000,000 per occurrence / \$3,000,000 policy aggregate per policy period of one year. Include Transportation coverage on either a contingent (if CA9948 on auto policy) or primary (if CA99048 not included on auto policy) basis.

3. If proposer maintains higher limits than the minimums shown above, SOCAA requires and shall be entitled to coverage for the higher limits maintained by proposer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SOCAA.

XIX. Evaluation and Selection Process

Each Fuel RFP proposal will be reviewed for compliance with the terms and conditions of this Fuel RFP. Any proposal that is deemed not responsive to the Fuel RFP will be rejected. Based on the criteria established, an evaluation committee will be selected to read, screen, and rank all proposals.

SOCAA will evaluate each compliant response to the Fuel RFP and, at its sole discretion, may elect to request some or all proposers to give presentations of their proposals. SOCAA will consider the totality of compliant proposals and will select the proposal in SOCAA's best interest, based on the evaluation criteria outlined in this Fuel RFP. No one factor shall be the sole determinant of the evaluation and selection process.

A. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria (maximum of 100 points).

(1) Fuel Pricing:	25 points
(2) Credit Card Rates:	25 points
(3) Truck Availability (As Defined):	20 points
(4) Training:	10 points
(5) Quality Control:	10 points
(6) Insurance Limits:	10 points

B. SELECTION PROCESS

1. SOCAA reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a proposer to respond to such a request for additional information or clarification could

result in a finding that the proposer is nonresponsive and in the consequent rejection of the proposal.

2. Proposer may make exceptions to the Fuel RFP. Proposer must explain and describe the differences that are to be offered that differ from what is outlined in the RFP.
3. SOCAA may obtain information from any legal source for clarification of any proposal or for information on any proposer.
4. SOCAA may perform, at its sole option, investigations of the responsible proposer. Information may include but shall not necessarily be limited to: credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by SOCAA, become part of the public record and may be disclosed accordingly.
5. SOCAA reserves the right, in its sole discretion, to negotiate with responsive and responsible proposers within a competitive range, to ask proposers to make presentations to the evaluation committee, and to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best and final offers (“BAFO”). Nothing herein shall require SOCAA to negotiate with any proposer, to allow presentations, or to allow BAFOs.

C. NO CONTACT DURING EVALUATION

1. All firms interested in this Fuel RFP (including the firm’s employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact to influence the selection or create bias in the selection process with any person who may play a part in the selection process, including, but not limited to, the evaluation committee or any member of SOCAA.
2. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public, and protect the integrity of the selection process. All contact on this selection process must only be addressed to Mr. Ed Rose.
3. No firm, including anyone directly or indirectly on behalf of such firm, shall attempt to influence any part of the process. From the time the Fuel RFP is issued until

SOCAA General Manager makes the contract award (the “Black-Out Period”), firms directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including, but not limited to, the use of paid media; contacting or lobbying SOCAA; contacting reporters; contacting evaluators; submitting letters, e-mail messages or other similar forms of communications to the editor of newspapers and other media for publication or ghostwriting or otherwise requesting others to submit such letters, e-mail messages or other similar forms of communication; responding to questions from media or other sources regarding the Fuel RFP or their submittal during the “Black-Out Period” or in any other way which could be construed to influence any part of the decision making process about this Fuel RFP.

4. Violation of this provision will cause the proposal of the firm found in violation to be rejected.

XX. ADDITIONAL TERMS & CONDITIONS

A. The following may be used as grounds for declaring a proposal “non-responsive”:

- The proposer does not meet the qualifications, standards, and requirements established in the Minimum Standards for Sedona Airport.
- The proposer’s proposed operations or construction will create an unacceptable safety hazard on the Sedona Airport.
- The granting of the proposal will require the expenditure of SOCAA or Yavapai County funds, labor, or materials on the facilities described in or related to the application, or the operation will result in a financial loss to SOCAA or Yavapai County.
- Any party submitting a proposal or having an interest in the business has supplied false information or has misrepresented any material fact in the proposal or in the supporting documents or has failed to make a full disclosure on the proposal.
- Any party submitting a proposal or having an interest in the business has a record of violating the rules, policies, or Rules and Regulations of this or any other Airport, or the Federal Aviation Administration rules or regulations.
- Any party submitting a proposal or having an interest in the business has defaulted in the performance of any lease or other agreement with SOCAA or Yavapai County or any lease or other agreement on any other airport.
- Any party submitting a proposal or having an interest in the business is not sufficiently creditworthy and responsible in the judgment of SOCAA or Yavapai County to provide and maintain the business to which the application relates and to promptly pay amounts due under an Agreement.

- B. SOCAA shall not be held responsible for any oral instructions. Any changes to this RFP will be in the form of an Addendum, which will be posted promptly on SOCAA's website and distributed to each firm's designated contact person, who will be required to acknowledge receipt.
- C. SOCAA reserves the following rights, in its sole discretion, with regard to the RFP process:
- a. To abandon the RFP process, including the right to designate a redeveloper/lessee and/or award any contract related to this RFP, for any reason or no reason.
 - b. To accept the proposal(s) that, in SOCAA's sole judgment, best serves SOCAA's interests.
 - c. To waive any condition, requirement, or formality that would otherwise have constituted nonconformance with the provisions of this RFP.
 - d. To reject any or all proposals.
 - e. To reject incomplete or non-responsive proposals.
 - f. To change or alter the terms and/ or schedule of this RFP.
 - g. To request additional information and undertake actions necessary to clarify or verify information provided by any respondent.
 - h. To interview and/or negotiate with any or all respondents, or to decline to interview and/or negotiate with any or all respondents.
- D. By the act of submitting a response to this RFP, the respondent certifies that:
- a. The proposer and each person signing on behalf of any respondent certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by SOCAA or Yavapai County, has a direct or indirect financial interest in the proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the respondent's response to this solicitation.
 - b. The proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the respondent shall accept the contract documents thereto unless substantive changes are made in same without the approval of the proposer.
 - c. The proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the proposed lease agreement.

- d. The proposer has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds, if applicable.
- e. The proposer can meet any and all registration and certification requirements as set forth and required under Arizona law and this RFP.