

Part 1A - Technical Proposal for: Bulk Fuel Purchase and Delivery Service

RFQ 3064

EL AERO SERVICES, INC
2101 Arrowhead Dr.
Carson City, NV
775-883-1500

Proposed Opening Date: Ongoing Solicitation
Proposed opening Time: N/A

Table of Contents:

Tab I :	Title Page
Tab II:	Table of Contents
Tab III:	Vendor Information Sheet
Tab IV:	State Documents State of Nevada Vendor Registration
Tab V:	Certification of Compliance
Tab VI	Minimum Qualifications
Tab VII	Company Background and References Section 6 Questions and answers Section 6.1.9: History and background information Method Used, Project Team, Availability and Capacity
Tab VIII	Cost
Tab IX	Attachments Confidentiality and Certificate of Indemnification Vendor Certifications Certificate of Insurance

VENDOR INFORMATION SHEET FOR RFQ 3064

Vendor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III of the Technical Proposal.

V1	Company Name	El Aero Services, Inc.	
----	--------------	------------------------	--

V2	Street Address	2101 Arrowhead Dr	
----	----------------	-------------------	--

V3	City, State, ZIP	Carson City, NV, 89706	
----	------------------	------------------------	--

V4	Telephone Number		
	Area Code: 775	Number: 883-1500	Extension:

V5	Facsimile Number		
	Area Code: 775	Number: 883-1584	Extension:

V6	Toll Free Number		
	Area Code:	Number:	Extension:

V7	Contact Person for Questions / Contract Negotiations, including address if different than above		
	Name: John Kelly		
	Title: Manager		
	Address: 2101 Arrowhead Dr Carson City, NV 89706		
Email Address: johnk@elaero.com			

V8	Telephone Number for Contact Person		
	Area Code: 775	Number: 883-1500	Extension:

V9	Facsimile Number for Contact Person		
	Area Code: 775	Number: 883-1584	Extension:

V10	Name of Individual Authorized to Bind the Organization		
	Name: John Kelly	Title: Manager	

V11	Signature (Individual must be legally authorized to bind the vendor per NRS 333.337)		
	Signature: John M. Kelly	Date: 5 Sep 2014	

Minimum Qualifications

- 3.2.1 ***All fuel supplied through this contract will comply with applicable governmental and industry standards in accordance with NRS and NAC Chapter 590.***
 - 3.2.2 ***All operations under this contract are to be conducted solely within the boundaries of the Carson City Airport and, as such, do not fall under NAC 706.***
 - 3.2.3 ***Fuel deliveries under this contract are individual sales, not bulk, and have no associated Bill of Lading. MSDS are kept on file at our facility and are available for inspection.***
 - 3.2.4 ***All fuel deliveries under this contract are to be conducted solely within the boundaries of the Carson City Airport.***
 - 3.2.5 ***Type of fuel provided is Aviation Grade JET A fuel meeting ATSM-D1655***
 - 3.3.1 ***No blending of fuel will be conducted as part of this contract***
 - 3.3.2 ***n/a***
 - 3.3.3 ***The only product to be delivered under this contract is Aviation Grade JET A fuel produced and tested in accordance with ATSM-D-1655***
 - 3.3.4 ***El Aero Services, Inc. can provide a fuel sample if requested. We also keep records of sample analysis from the refinery, during receipt to our storage tanks, and daily quality control measures.***
 - 3.4 ***Fuel delivery will be conducted in accordance with ATA, NATA, and Avfuel requirements. Our aircraft refuelers meet or exceed all industry standards and are dedicated single grade transport units.***
 - 3.5 ***All deliveries will be performed in a safe and professional manner by technicians trained to industry standard NATA Professional Line Service Training.***
 - 3.5.2 ***Our refuelers are equipped with spill kits and operators are trained in responding to and containing fuel spills in accordance with NATA standards. The Line Service Manager is a NFPA certified operations level Hazmat Responder.***
-

6.1 Vendor Information

6.1.1

Question	Response
Company Name	El Aero Services, inc.
Ownership	Corporation
State of incorporation	Nevada
Date of incorporation	23-Dec-68
# of years in business	46
List of top officers	President- Susan McGinnis Secretary- John W. Dixon Treasurer- Theresa O'Doherty
Location of company headquarters	Elko, NV
Locations of the company offices	Elko, NV, Carson City, NV
Location of the office that will provide the services described in this RFQ	Carson City, NV
Number of employees locally with the expertise to support the requirements identified in this RFQ	4
Number of employees nationally with the expertise to support the requirements identified in this RFQ	8
Location from which employees will be assigned for this project	Carson City, NV

6.1.3

Question	Response
Nevada Business License Number	NV19681002544
Legal Entity Name	El Aero Services, Inc.

Is 'Legal Entity Name' the same as vendor doing business as? **Yes**

6.1.5

Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes

Question	Response
Name of State agency:	Nevada Department of Transportation
State agency contact name:	Chief Pilot
Dates when services were performed:	1987 through current
Type of duties performed:	Fuel Delivery into aircraft
Total dollar value of contract:	ongoing

6.1.6

Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

No

6.1.7

Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFQ must also be disclosed. Does any of the above apply to your company?

No

6.1.8

Vendors must review the insurance requirements specified in **Attachment E, Insurance Schedule for RFQ 3064**. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in Attachment E.

Yes

6.1.9

El Aero Services, Inc. has served Nevada's aviation community Since 1946. Our expertise includes aircraft refueling, helicopter and airplane charter service, and aircraft maintenance. We operate at the highest standards of safety, ecological responsibility, and ethics while providing our customers the best value possible. We operate in full compliance with the many local, State, and Federal guidelines applicable to aviation fuel storage, handling, and dispensing.

- a. El Aero Services, Inc. (EL Aero) has a complete understanding of project requirements and currently fulfills all requirements.
- b. **Method used** will be providing an aircraft refueling truck, dedicated to Jet A fuel, at the NDOT hangar with a response time no greater than 15 minutes from notification. El Aero has a properly licensed (FCC) aircraft band transceiver for radio communication. Fuel after hours is available within a one hour response time at a fee of \$55.00. Fueling personnel are trained per NATA (National Air Transportation Association) requirements.
Refueling truck is equipped with a Hazmat response kit.
Jet Fuel meets ASTM-D1655 standards
- c. **Potential complications** include mechanical failures and weather issues.
El Aero has spare refueling trucks on site.
El Aero is capable of refueling in all weather, except when lightning is present within a five mile radius per NFPA 407
- d. **Fuel quality control** procedures are completed per Avfuel Airport Dealer Quality Control Standards. Documentation of quality control is kept on file and inspected internally and yearly by Avfuel. Quality control begins at **Fuel Receipt**. Fuel delivery Tanker is inspected for proper destination, placards, prior product and tank flush documentation, and clean delivery hose. Fuel from each unloading compartment is visually checked for particulate matter, Color, and clarity. Jet Fuel is subjected to a chemical test to confirm a suspended water content of less that 15 parts per million (ppm).
A sample of the fuel is tested to measure the specific gravity, which is compared with the measurement taken at the tanker loading rack before delivery.
Fuel is then passed through a **Filter System** as it is fed to the storage tank, and again through the filter as it is fed to the fuel truck. The storage tanks are monitored for contamination by samples taken from the storage tank sumps and filter sumps. The fuel in the fuel trucks is sampled daily, inspected prior to any aircraft service. The fuel trucks are also equipped with a **Filter System**
Each Filter System is equipped with one ore more aviation grade, water absorbing element, which removes any water and particulate matter down to one micron in size. The filter systems are monitored daily for differential pressure, which will indicate if the filter is becoming clogged or has burst.
Every filter element is replaced on a yearly basis.
- e. **Fuel System Icing Inhibitor**, FSII, also known as "Prist" is injected on the Jet Fuel truck via the FSII injection system. The system consists of a storage tank, metering device, and a mix tank. The storage tank is equipped with a sight gauge to easily see product level. The metering device is called a "pulser" and is mechanically keyed to the fuel meter, to provide between 0.01 and 0.015 gallons of FSII per 10 gallons of Jet Fuel. The pulser has a test function and is tested for calibration yearly. The mix tank is a section of piping downstream of the meter where the FSII is injected.

2. Project Team

- a. **Base Manager John Kelly**
30+ years Aviation Charter and Service Industry Experience

Line Service manager Zac Ludwig

21 years experience aviation service with similar projects.

21 years experience servicing NDOT aircraft

NATA certified Line Service specialist. Certified since September 1993

Nata Line Service Manager Course

Avfuel quality control certification course

NFPA Certified operations level Hazmat responder

Line Service Technicians

Must have completed NATA PLST (Professional Line Service Training) course which includes an online video course, A written exam, and documented practical on the job training with supervision.

- b. **Hazmat Training** is covered by NATA PLST course for Line Service Technicians. Line Service Manager has Hazmat responder certification and advanced fire safety course certification.
- c. Actual work to be completed at the NDOT Hangar at Carson Airport in the established area where fueling currently occurs
- d. As described in section 2a
- e. El Aero Services Inc Carson City Location main office is located on the Carson City Airport North Ramp. Within a 15 minute response time from request of service.

3 Past Performance

- a. Similar Projects include currently providing Jet Fuel service to the NDOT hangar. Also Providing Jet Fuel service to a number of private aircraft operators at Carson City Airport.
- b. Projects include providing Jet A and AVGAS 100II via fuel truck to aircraft based in hangars and tie downs at Carson Airport, Responding to requests via aircraft radio and telephone.
- c. Response time is typically 5-10 minutes providing fuel at or below market value.
- d. Client information is held confidential.
- e. see "Statement of Qualification Form" attached

4. Availability and Capacity

- a. We own and operate two (2) dedicated Jet A Aircraft Refueler Trucks at Carson City Airport. Fuel meters are certified by the Nevada Department of Business and Industry Bureau of Weights and Measures annually.
Jet A Storage tank, an underground storage tank meeting all Federal and State requirements.
 - b. The capacity of our firm to meet project needs is demonstrated by current performance.
 - c. Time lines (response time) is within ability to meet as demonstrated by current and past performance.
 - d. NDOT staff is provided with 24 hour contact information for the Line Service Manager.
-

5 Proximity of Project Team

- a. El Aero staff members key to this project work at the Carson City location on the Carson City Airport.
- b. The locality of the hangar is within the airport boundary, our daily service area.
- c. Access to the Hangar is available using established service vehicle routes on the airport.

6 Other Factors

- a. Fueling equipment is aviation grade equipment kept in serviceable condition per FAA, NATA, and Avfuel Aviation standards.

6.1.10

Length of time vendor has been providing services described in this RFQ to the public and/or private sector. Please provide a brief description.

***Aircraft refueling has been a service offered by El Aero Services since its inception in 1946
El Aero has operated at Carson City Airport since 1987 and has been servicing NDOT
aircraft since operations at Carson City began.***

6.1.11

Dun and Bradstreet Number

07-301-3176

Federal Tax Identification Number

85-0106495

7. Cost

The cost of the delivered product:

Delivered fuel will be based on current invoice cost which includes applicable taxes and fees plus a fixed service fee:

- a. Invoice cost plus \$1.10 per gallon for the calendar year 2014
cost plus \$1.20 per gallon for the calendar year 2015
When FSII, or "Prist" is requested an additional cost of \$0.03 per gallon will be added
- b. The fixed after hours call out rate is \$55.00 per occurrence
- c. Fuel cost will be invoiced as a total price per gallon cost

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFQ, vendors are requested to submit confidential information in separate binders marked “**Part I B Confidential Technical**” and “**Part II Confidential Financial**”.

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in *Section 2 “ACRONYMS/DEFINITIONS.”*

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part I B – Confidential Technical Information			
YES		NO	<i>JMK</i>
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES		NO	<i>JMK</i>

Part II – Confidential Financial Information			
YES	<i>JMK</i>	NO	
Justification for Confidential Status			

El Aero Services, Inc.

Company Name

John M. Kelly

Signature

John M. Kelly

Print Name

5 Sept 2014

Date

This document must be submitted in Tab IV of vendor’s technical proposal

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of proposal will be arrived independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFQ are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFQ. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFQ, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

El Aero Services, Inc.

Vendor Company Name

Vendor Signature

John M. Kelly

Print Name

Date

5 Sept 2014

This document must be submitted in Tab IV of vendor's technical proposal

Certificate of Insurance

Certificate Number: 48510ELAER-1

This is to certify that the policy(ies) of insurance as described below have been issued to the Insured for whom this Certificate is executed and is/are in force at this time. This Certificate is issued for information only and confers no rights upon the holder. This Certificate neither affirmatively nor negatively amends, extends or alters the coverage afforded by such policy(ies) or binder(s) stated herein. This certificate cancels and supersedes all previously issued certificates.

Certificate Holder: State of Nevada
Department of Transportation
1263 S Stewart St
Carson City, NV 89712

Named Insured: El Aero Services Inc.
P.O. Box 159
Elko, NV 89803

Policy Type: Aircraft Hull & Liability and Aviation General Liability Policy

Policy Period: September 01, 2014 to September 01, 2015 both days at 12:01am Local Standard Time at the address of the Named Insured shown above.

Insurer(s): **Company**
Starr Indemnity & Liability Company through Starr Aviation Agency, Inc.

Policy No(s).
SASICOM60082514-01 /
SASICOM60082614-01

Aircraft Covered: All aircraft owned and/or operated by the Named Insured.

Coverages & Limits

Rotor Wing Aircraft Liability Combined Single Limit Bodily Injury and Property Damage including Passengers	Coverage Limit \$10,000,000 each occurrence with Passenger Liability included.
--	--

Fixed Wing Aircraft Liability Combined Single Limit Bodily Injury and Property Damage including Passengers	Coverage Limit \$5,000,000 each occurrence with Passenger Liability included. However as respects Instruction and Rental Operations, Passenger liability is limited to \$500,000 each passenger.
--	--

Aviation Commercial General Liability Combined Single Limit Bodily Injury and Property Damage	Coverage Limit \$1,000,000 Combined Single Limit Bodily Injury and Property Damage each occurrence
---	--

Certificate Provisions

Additional Insured

With respect to Aircraft Liability, it is understood and agreed the Certificate Holder(s) shall be included as Additional Insured(s) hereunder solely with respect to the operations of the Named Insured. It is specifically agreed the inclusion of more than one Insured hereunder shall not operate to increase the Limits of Liability and is limited to those coverages provided by these policies.



Authorized Representative

Certificate Date: 9/8/2014