



Amendment No. 6
of
Contract No. GS140000002
for
Jet A Fuel
between
Trajen Funding Inc
dba Atlantic Austin
and the
City of Austin

- 1.0 The City of Austin wishes to extend the above mentioned contract for a period of six months until April 23, 2018.
- 2.0 Effective on the date executed by both parties, the City will pay the rates attached to this amendment, labeled as Exhibit B.
- 3.0 The total contract amount is unchanged for the holdover period. The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/27/2013 – 10/23/2014	\$150,000.00	\$150,000.00
Amendment No. 1: Attach Exhibit A (Insurance requirements) 10/22/2014	\$0.00	\$150,000.00
Amendment No. 2: Option 1 – Extension 10/24/2014 – 10/23/2015	\$175,000.00	\$325,000.00
Amendment No.3: Option 2 – Extension 10/24/2015 – 10/23/2016	\$200,000.00	\$525,000.00
Amendment No.4: Name change	\$0.00	\$525,000.00
Amendment No. 5: Option 3 – Extension 10/24/2016 – 10/23/2017	\$200,000.00	\$725,000.00
Amendment No. 6: Holdover 10/24/2017 – 4/23/18	\$0.00	\$725,000.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:

[Handwritten Signature] 10/19/17

Signature:

[Handwritten Signature] 10-20-17

Trajen Funding Inc. dba Atlantic Austin
Authorized Person:
4309 Emma Browning Ave
Austin, TX 78719

Date

Erin D'Vincent, Procurement Specialist IV Date
City of Austin
Purchasing Office



Date: Effective 4/7/17

Re: Atlantic Aviation Offer 10/23/17

Dear : Albert Banda

Please see below offer from Atlantic:

<u>Description</u>	<u>Authorized Amount</u>
Base Cost	Look at weekly cost schedule
Mark Up	\$1.50 / per gallon
Flowage Fee	\$0.10 / per gallon
FED Excise Tax	\$0.244 / per gallon
Fuel Freight Surcharge	\$0.00949
Superfund / Oil Spill Fee	\$0.00191 / per gallon

Thank you,

Brice Allen
General Manager
Atlantic / AUS



Amendment No. 5
to
Contract No. GS140000002
for
Jet A Fuel
between
Trajen Funding Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective October 24, 2016 through October 23, 2017. No options will remain.
- 2.0 The total contract amount is increased by \$200,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/24/2013 – 10/23/2014	\$150,000.00	\$150,000.00
Amendment No. 1: Attach Exhibit A (insurance requirements) 10/22/2014	\$0.00	\$150,000.00
Amendment No. 2: Option 1 – Extension 10/24/2014 – 10/23/2015	\$175,000.00	\$325,000.00
Amendment No. 3: Option 2 – Extension 10/24/2015 – 10/23/2016	\$200,000.00	\$525,000.00
Amendment No. 4: Name change to Trajen Funding, Inc. dba Trajen Flight Support dba Atlantic Austin 12/11/2015	\$0.00	\$525,000.00
Amendment No. 5: Option 3 – Extension 10/24/2016 – 10/23/2017	\$200,000.00	\$725,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

11/15/16 *B. Allen*

Printed Name:

Or other Authorized Representative

Trajen Funding Inc.
4309 General Aviation Avenue
Austin, Texas 78719
Brice.allen@atlanticaviation.com
512-530-7000

Sign/Date:

K. Gage 11-17-16

Gage Loots
Corporate Purchasing Manager
Austin Energy
Purchasing Office
721 Barton Springs Road
Austin, Texas 78704



Amendment No. 4
to
Contract No. GS140000002
for
Jet A Fuel
between
Atlantic Aviation Services
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor name as requested and documented by the vendor.

	From	To
Vendor Name	Atlantic Aviation Services	Trajen Funding, Inc. dba TrajenFlight Support dba Atlantic Austin
Vendor Code	VS0000014484	V000000933475
FEIN	[REDACTED]	[REDACTED]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 4 is hereby incorporated into and made a part of the Contract.

Lyne Spedni-Brown

Corporate Contract Compliance Supervisor
City of Austin, Purchasing Office

12-10-15

Date



Amendment No. 3
to
Contract No. GS140000002
for
Jet A Fuel
between
Atlantic Aviation Services
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective October 24, 2015 through October 23, 2016. One option will remain.
- 2.0 The total contract amount is increased by \$200,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/24/2013 – 10/23/2014	\$150,000.00	\$150,000.00
Amendment No. 1: Attach Exhibit A (Insurance requirements) 10/22/2014	\$0.00	\$150,000.00
Amendment No. 2: Option 1 – Extension 10/24/2014 – 10/23/2015	\$175,000.00	\$325,000.00
Amendment No. 3: Option 2 – Extension 10/24/2015 – 10/23/2016	\$200,000.00	\$525,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Brice Allen 10/19/15

Printed Name: Brice Allen
Or other Authorized Representative
Atlantic Aviation Services
4309 General Aviation Avenue
Austin, Texas 78719
Brice.allen@atlanticaviation.com
512-530-7000

Sign/Date: Linell Goodin-Brown

Linell Goodin-Brown
Contract Compliance Supervisor
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
to
Contract No. GS140000002
for
Jet A Fuel
between
Atlantic Aviation Services
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective October 24 2014 through October 23, 2015. Two options remain.
- 2.0 The total contract amount is increased by \$175,000.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/24/2013 – 10/23/2014	\$150,000.00	\$150,000.00
Amendment No. 1: To include Exhibit A into contract. 10/22/2014 <i>DMS</i>	\$0.00	\$150,000.00
Amendment No. 2: Option 1 10/24/2014 – 10/23/2015	\$175,000.00	\$325,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: *B. C. Allen* 10/23/14

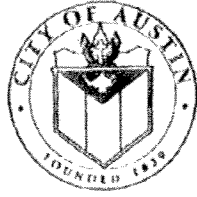
Printed Name: Brice Allen
Authorized Representative

Atlantic Aviation Services
4309 General Aviation Avenue
Austin, Texas 78719
(512) 530-7000
brice.allen@atlanticaviation.com

Sign/Date: _____

Debbie DePaul
Contract Compliance Supervisor

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
to
Contract No. GS140000002
for
Jet A Fuel
between
Atlantic Aviation Services
and the
City of Austin

1.0 The City hereby amends the contract to include Exhibit A clarify the insurance requirments and pricing structure of the contract.

2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/24/2013 – 10/23/2014	\$150,000.00	\$150,000.00
Amendment No. 1: To include Exhibit A into contract. 10/22/2014	\$0.00	\$150,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Brice Allen 10/23/14

Printed Name: Brice Allen
Authorized Representative

Atlantic Aviation Services
4309 General Aviation Avenue
Austin, Texas 78719
(512) 530-7000
brice.allen@atlanticaviation.com

Sign/Date: Georgia L. Billela 10/23/14

Georgia L. Billela, Buyer II
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Sign/Date: [Signature] 10/23/14

Print Name and Title [Signature]
City of Austin Purchasing Office

EXHIBIT A

For

Contract GS140000002 Amendment 1

1. **INSURANCE:** Insurance is required for this contract.
 - A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
 - i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
 - ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
 - iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
 - iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767
 - B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
 - ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$1,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:

EXHIBIT A

For

Contract GS140000002 Amendment 1

- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$5,000,000 per occurrence for bodily injury and property damage.

(1) The policy shall include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

iv. **Hangar keeper's liability:** The Contractor shall provide coverage for minimum of 5,000,000 per occurrence each Aircraft

- (a) Waiver of Subrogation
- (b) Thirty (30) days Notice of Cancellation
- (c) The City of Austin listed as an additional insured

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

2. Contractor shall provide Platts index published weekly cost schedule with invoice to the Contract Manager which will establish the base cost.
-



**Financial and Administrative Service Department
Purchasing Office**
721 Barton Springs Road, Austin, Texas, 78704

October 23, 2013

Atlantic Aviation Services
Attn: Brice Allen
4309 General Aviation
Austin, Texas 78719

Dear Mr. Allen:

The Austin City Council approved the execution of a contract with your company for the purchase of Jet A Fuel for the Austin Police Department.

Responsible Department:	Austin Police Department
Department Contact Person:	Albert Banda
Department Contact Email Address:	Alberto.banda@austintexas.gov
Department Contact Telephone:	(512) 974-5273
Project Name:	Jet A Fuel
Contractor Name:	Atlantic Aviation Services
Contract Number:	GS140000002
Contract Period:	10/24/13 – 10/23/2014
Dollar Amount	\$150,000.00
Extension Options:	Three (3) twelve (12) month extension options
Requisition Number:	8700-13090400568
Solicitation Number:	Sole Source
Agenda Item Number:	Item 23
Council Approval Date:	10/17/13

A Copy of the contract/purchase order will be forwarded by mail.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Georgia L. Billela
Buyer II
Purchasing Office
Finance and Administrative Service Department

cc: Albert Banda

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Atlantic Aviation Services ("Contractor")
for
Jet A Fuel**

The City accepts the Contractor's Offer (as referenced in Section 1.1.4 below) for the above requirement and enters into the following Contract.

This Contract is between **Atlantic Aviation Services** having offices at 4309 Emma Browning Ave Austin, Texas 78719 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City's Standard Purchase Terms & Conditions, (Section 0300) incorporated by reference with the same force and effect as if they were incorporated by full text (The full text version of this Section is available, on the Internet at the following online address:

<http://www.austintexas.gov/sites/default/files/files/Finance/Purchasing/standard-purchase-terms-conditions.pdf>.)

1.1.3 Contractor's Offer, attached hereto as Exhibit A

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Standard Purchase Terms & Conditions, (Section 0300) as referenced in Section 1.1.2

1.2.3 Contractor's Offer as referenced in Section 1.1.3

1.3 Compensation. The Contractor shall be paid a total amount not-to-exceed \$150,000 for the initial term, with a not-to-exceed amount of 175,000 for the first extension and not-to-exceed amount of 200,000 for the second and third extension option for a total not-to-exceed Contract amount of 725,000. Payment shall be made, as indicated in the Standard Terms and Conditions, after acceptance of the services.

1.4 Term of Contract. The Contract will be effect for an initial term of twelve (12) month and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee.

1.5 Scope of Work, Clarifications and Additional Agreements. Contractor shall provide the City's Police Department with a Jet A Fuel to be dispensed on Contractor's premises located at 4309 General Aviation Ave., Austin, Texas 78719

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Atlantic Aviation Services

CITY OF AUSTIN

Brice Allen

Printed Name of Authorized Person

[Signature]

Signature

General Mgr.

Title:

10/23/13

Date:

Georgia Billela

Printed Name of Authorized Person

[Signature]

Signature

Buyer II

Title:

10/23/13

Date:

Exhibit A Contractor's Offer
Exhibit B Non-Suspension or Debarment Certification



MEMORANDUM

Austin Police Department
Administrative Bureau

TO: Art Acevedo, Chief of Police

FROM: Albert Banda, Contract Compliance Specialist Sr.

DATE: August 21, 2013

SUBJ: Sole Source Memo for Master Agreement contract totaling \$725,000
for Jet Fuel

Attached for your review and signature is a sole source memo to establish a Master Agreement for aviation fuel for the Austin Police Department's helicopter unit located at their new hanger, at Atlantic Aviation, 4309 General Aviation Ave. Because of the location, Atlantic Aviation Jet A Fuel is the sole source of fuel available. All other aviation fuel vendors are restricted from entering onto Atlantic Aviation's property. Flying the helicopter to other sources of fuel could cause a delay in aircraft response times to emergency calls. Additionally, the aircraft could incur unnecessary engine cycles and reduced maintenance intervals resulting in an increase in direct operation cost. This would be an annual contract with three twelve month extensions from Atlantic Aviation / AVFuel. Agreement totals will be \$150,000 for year one, \$175,000 for year two, and \$200,000 for year three and four, for a total contract amount of \$725,000.

Please call me when ready.

If you have any questions, please contact me at 974-5273.

AB/ab



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 08/21/2013

DEPT: City of Austin Police Department

TO: Purchasing Officer or Designee

FROM: Albert Banda

BUYER: Terry Nicholson

PHONE: (512) 974-5273

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality

☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents

☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property

☐ a procurement for personal, professional, or planning services

☐ a procurement for work that is performed and paid for by the day as the work progresses

☐ a purchase of land or right-of-way

☒ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits

☐ a purchase of rare books, papers, and other library materials for a public library

☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements

☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- services performed by blind or severely disabled persons
- goods purchased by a municipality for subsequent retail sale by the municipality
- electricity
- advertising, other than legal notices
- Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

Atlantic Aviation Jet A Fuel is the sole source of fuel available to the Austin Police Department's helicopter unit based on the location of their new hanger, located at Atlantic Aviation, 4309 General Aviation Ave. Because of location proximity, all other aviation fuel vendors are restricted from entering onto Atlantic Aviation's property. Flying the Police Helicopter to other sources of fuel could cause a delay in aircraft response times to emergency calls. Additionally, the aircraft could incur unnecessary engine cycles and reduced maintenance intervals resulting in an increase in direct operating costs. Contract shall be established as an annual agreement with three twelve month extensions.

4. Please attach any documentation that supports this exemption.

5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex (valuation of other firms, knowledge of market, etc)).

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Atlantic Aviation which will cost approximately \$725,000.00 (Provide estimate and/or breakdown of cost).

Recommended
Certification

Alfred B. ... 8/24/13
Originator Date

Approved
Certification

AC ... 8-23-13
Department Director or designee Date

... 8/26/13
Assistant City Manager / General Manager Date
or designee (if applicable)

Purchasing Review
(If applicable)

... 9/12/13 CDH
Buyer Date Manager Initials

Exemption Authorized
(If applicable)

... 9/12/13
Purchasing Officer or designee Date

02/28/2013



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Georgia L. Billela, Buyer II

DATE: September 12, 2013

SUBJECT: Request for Determination of Goals for Solicitation No. RQM870013090400568

Project Name: Jet A Fuel for EC120 Helicopter

Commodity

Code(s): 40518

Estimated Value: 725,000.00

The Purchasing Office has determined that the following Goals are appropriate for this Commodity solicitation:

☒ No Goals (Goal of 0%)

This determination is based on the following reasons:

This solicitation is a sole source. No subcontracting opportunities have been identified.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-974-2939.

☐ Approved w/ Goals

☒ Approved, w/out Goals

Recommend the use of the following goals based on the below reasons:

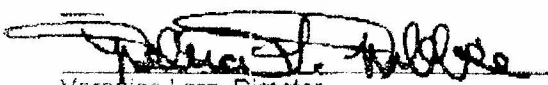
a. Goals: _____ % MBE _____ % WBE

b. Subgoals: _____ % African American _____ % Hispanic

_____ % Native/Asian American _____ % WBE

This determination is based on the following reasons:

No Goals - Contracting value identified / Sole Source


Veronica Lara, Director

Date: 9/17/13

cc: Lorena Resendiz



Atlantic Aviation Offer 2013

DESCRIPTION

AUTHORIZED AMOUNT

BASE COST	Look at weekly cost schedule
MARK UP	\$1.25/gallon
FLOWAGE FEE	\$0.10/gallon
FED EXCISE TAX	\$0.244/gallon
FUEL FREIGHT SURCHARGE	\$0.00949/gallon
SUPERFUND/OIL SPILL FEE	\$0.00191/gallon

ATLANTIC

ATLANTIC AVIATION SERVICES • AUSTIN BERGSTROM INTERNATIONAL AIRPORT
4307 EMMA BROWNING AVENUE • AUSTIN, TX 78719 • 512-530-7000 • 512-530-7002 FAX

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO. RQM 8700 13090400568

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 9/6/13 day of September, 2013
6th

CONTRACTOR

Authorized Signature

Title

Atlantic Aviation
[Signature]
General Mgr.

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION
SOLICITATION NO. RQM 8700 13090400568

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: _____

Signature of Officer
or Authorized
Representative: _____

Date: _____

10/23/13

Printed Name: _____

Brian Allen

Title _____

General Mgr.