

AVIATION FUEL SUPPLIER

REQUEST FOR PROPOSALS



Pangborn Memorial Airport

East Wenatchee, WA

April 2019

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**Pangborn Memorial Airport
Request for Proposals
Aviation Fuel Supplier**

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit offers from qualified producers and suppliers of aviation fuels and lubricants to supply bulk and branded Jet-A and 100LL Avgas aviation fuels for storage and resale, and to provide other business support service to both the Pangborn Flight Center (PFC), the sole Fixed Base Operation (FBO), and Executive Flight Incorporated (EFI), a Specialized Aviation Service Operation (SASO). PFC and EFI are located at the Pangborn Memorial Airport (Airport), in East Wenatchee, WA. Combined, PFC and EFI represent all available Jet A and 100LL aviation fuels available for sale at the Airport. Upon selection of a successful Proposer, the Airport and EFI will each enter into an appropriate supply agreement (Fuel Supply Agreement). While only a single successful Proposer will be selected to supply both PFC and EFI, the Airport and EFI will each enter into separate agreements with the successful Proposer.

II. THE AIRPORT

Pangborn Memorial Airport is owned and operated by the Ports of Chelan and Douglas County. The Airport Governing Board is comprised of commissioners from both ports. The Board provides policy direction for the Airport. The Airport Director and staff conduct the day-to-day business operations of the Airport.

The Airport is classified by the FAA as a primary, non-hub airport with commercial service currently through Horizon Air. The Airport is also an important general aviation asset that serves many in Chelan and Douglas Counties. As previously noted, the Airport provides FBO services through Pangborn Flight Center and is responsible for fueling scheduled commercial air carrier, cargo, general aviation and military aircraft, and offers hangar rentals, transient parking and other FBO services. There are privately owned and operated businesses which provide aircraft maintenance, flight training and aircraft rental. The Airport is home to

approximately 110 based aircraft; including several business aircraft. There are 80 hangar units on the airfield; 45 of which are owned by the Airport. Runway 12/30 expanded in 2016 and is now 7,000 feet long and 150 feet wide with high intensity runway lights and multiple instrument approach procedures.

Table I details the commercial and general aviation operations at the Airport for the last six calendar years.

Table I
Aircraft Operations

| Type of Operation | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 |
|---------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Commercial | 2,030 | 2,028 | 2,072 | 2,030 | 2,072 | 2,317 |
| Charter/Air Taxi | 3,283 | 3,283 | 2,424 | 3,210 | 3,126 | 2,500 |
| Itinerant General Aviation | 9,500 | 9,999 | 10,099 | 10,100 | 10,200 | 11,000 |
| Military | 100 | 100 | 500 | 250 | 250 | 500 |
| Local | <u>26,140</u> | <u>26,140</u> | <u>28,380</u> | <u>25,740</u> | <u>25,740</u> | <u>28,380</u> |
| Total Airport Operations | 41,053 | 39,829 | 43,475 | 41,330 | 41,338 | 44,697 |

The Airport, having exercised their federal right to provide FBO services, has operated Pangborn Flight Center since 2012 and intends to continue providing FBO fueling services into the foreseeable future. Pangborn Flight Center is used to provide terminal services to pilots, owners, passengers and customers.

Table II identifies Fuel Sales history for each of the last six calendar years.

Table II
Fuel Sales
(in gallons)

| Year | Avgas (PFC) | Jet A (PFC) | Jet A (EFI) | Total |
|--------------|--------------------|--------------------|--------------------|------------------|
| 2013 | 43,954 | 51,111 | 17,594 | 115,659 |
| 2014 | 57,419 | 121,394 | 31,210 | 210,023 |
| 2015 | 45,166 | 99,643 | 70,977 | 215,786 |
| 2016 | 37,363 | 65,399 | 89,501 | 192,263 |
| 2017 | 34,657 | 118,310 | 73,849 | 226,816 |
| 2018 | 42,578 | 179,037 | 104,534 | 326,149 |
| Total | 261,137 | 634,894 | 387,665 | 1,286,696 |

A. Pangborn Flight Center/Airport Fuel Storage

Jet-A fuel is stored in an above ground tank with a capacity of 20,000 gallons. A mobile refueler with a capacity of 2,500 gallons is owned by the Airport. Currently, Jet-A is only available from the refueler and no self-service station is available. The Jet-A refueler has an anti-icing additive injection system and the Airport offers Jet-A or Jet-A with Prist.

100LL Avgas is stored two underground storage tanks with a total capacity of 20,000 gallons. Late in 2017, the 100LL self-serve distribution system was disabled and self-serve fuel is currently unavailable. At present, the Airport leases an Avgas mobile refueler with a capacity of 1,500 gallons to provide fuel delivery on Airport. By June of 2019, it is anticipated 100LL Avgas will be stored in a newly-installed above ground storage tank with a self-serve capability and a total capacity of 12,000 gallons. It is further anticipated that the leased mobile refueler will be returned to the current lessor upon activation of the self-serve pump on the new Avgas storage tank.

B. Executive Flight Fuel Storage

Executive Flight stores Jet A in two (2) above-ground tanks, each with a capacity of 12,000 gallons. A fueling island provides service capability for each tank. EFI neither pumps nor sells Avgas, leases no mobile refuelers, nor is a mobile refueler lease for EFI anticipated as part of this RFP.

III. THE NEED FOR AN AVIATION FUEL SUPPLIER

To ensure a continued level of service, uninterrupted fuel supply and facilitate a profitable arrangement for the acquisition of their respective requirements of aviation fuel, the Airport and EFI has agreed to contract with a common aviation fuel supplier. Both the Airport and EFI is presently purchasing fuel on a month-to-month arrangement with their current aviation fuel suppliers. The Airport, who is solely directing this RFP process, shall select the common fuel supplier for both itself and EFI based upon competitive proposals submitted pursuant to this Request for Proposal (RFP). After evaluation of all proposals, the Airport and EFI intend to enter into separate agreements by which the selected Proposer will serve as both the Airport's fuel supplier and EFI's fuel supplier for the term of the respective Fuel Supply Agreements.

IV. MINIMUM QUALIFICATIONS

The Proposer shall in its proposal affirmatively demonstrate or attest to its ability to meet or exceed the following minimum qualifications/specifications:

A. Product Specifications

- i. Jet Fuel: Aviation Kerosene type Jet- A fuel received shall conform to ASTM D-1655 specifications, latest revision.
- ii. Avgas: 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.
- iii. Fuel storage, handling, refuelers and related training shall conform to AC 150-5230-4B
- iv. Proposer will provide a certificate of analysis on all aviation fuel shipments. Proposer shall also provide traceability on all shipments back to refinery.

B. Pricing and Payment Terms

- i. Though the successful Proposer shall provide fuel to the Airport and EFI pursuant to the terms of separate and independent fuel supply agreements, Proposer specifically and expressly acknowledges that each fuel supply agreement will provide for and offer the same term, pricing and payment terms to the Airport and to EFI.
- ii. Jet A Fuel pricing offered shall be based off the weekly index for prior week's Platts Index the term of the respective fuel supply agreement(s).
 - a) Proposer shall define in its offer which regional Platts Index (E.g LA Mean) shall be used, and include a detailed price build including:
 1. Platts Index Price, carried out to five (5) decimal places, for the week of March 26, 2019 has been selected as

the weekly price basis for all proposers to use in their proposal

2. Proposer's margin/differential
 3. Freight
 4. Taxes
- iii. Avgas shall be based on supplier's rack price. The week of March 26, 2019 has been selected as the weekly price basis for all proposers to use in their proposal
 - iv. Payment terms shall be no less than Net 15, with Net 20 being preferred.

C. Delivery & Supply

- i. Proposer shall be a refiner, producer or marketer of both Jet A and Avgas meeting standards established from time to time by the Federal Aviation Administration (FAA) and by manufacturers of the aircraft routinely operated in the United States.
- ii. Proposer shall be able to provide fuel supply to the Airport and EFI with aviation fuels for at least five (5) years.
- iii. Proposer shall provide ordering capability 24 hours a day, 7 days a week.
- iv. Proposer shall provide delivery capability 24 hours a day, 7 days a week.
- v. Proposer shall be able to provide delivery within 72 hours or less of a placed order.
- vi. Proposer will indicate the primary location of supply and describe its contingency plan in case of interrupted fuel delivery from the primary delivery point. A minimum of one secondary supply location / plan shall be identified.

- vii. Proposer specifically acknowledges that from time-to-time, split loads between the Airport and EFI, or partial loads for either entity will be required.
 - a) Proposer shall provide pricing example for split or partial loads, if different from the proposer's formula price offered.

D. Service and Technical Support

- i. Proposer shall have in place an Aviation Fuels Quality Control (QC) program that meets or exceeds regulatory and industry standards.
- ii. Proposer shall be a full-service general aviation marketer who provides marketing support, including a nationally recognized brand identity.
- iii. Proposer shall have an account manager whose total interest and function is aviation-related.
- iv. Proposer shall have the demonstrated ability to provide, if requested, fuel trucks of a type and in the number required to deliver Jet-A and/or 100LL fuel to aircraft. Jet-A requirements are a minimum 3,500 gallon refueler with single-point and overwing fueling nozzles and an anti-icing additive injection system. 100LL Avgas requirements are a 1,000 gallon refueler with an overwing fueling nozzle.
 - a) Proposer shall provide specifications on a Jet A refueler meeting the above described mobile refuelers currently available to be provided as part of this RFP. Such specifications shall include at a minimum, a specification sheet for the proposed refueler(s), photo of each refueler, monthly lease rates, shipping costs and a sample of the Proposer's standard refueler lease agreement.
- v. Proposer shall have in place a customer service program that includes:

- a) A representative that can answer fueling and Quality Control (QC) questions and provide support in a timely manner;
 - b) Experience with FAA regulations required to support the Airport's requirements for FAA certification.
- vi. Proposer shall have a credit card program that utilizes standard POS equipment. The POS system shall be capable of electronically processing, at a minimum, the following cards: Supplier's branded credit card, Master Card, Visa, American Express, Discover, AvCard, Multi-Service Card, and Military/Government cards.
 - a) Proposer shall describe options for remote processing of credit cards from the refuelers through phone, tablet, remote fuel meters, if available.
 - b) Proposer shall provide the associated processing fees expressed a percentage for all credit cards types accepted by the supplier, in a table showing the fees for both swiped and manually input cards, plus the associated EFT payment time(s) of each.

E. Branding / Marketing

- i. Proposer shall provide a complete outdoor signage plan proposal for the Pangborn Flight Center only. This includes airside, landside and interior signage for the FBO terminal. (Note: As the Airport has exercised its federal right to provide fuel and FBO services, EFI is a Specialized Aviation Service Operation (SASO) and is only permitted to provide fuel for its tenants and owned aircraft. No branding or signage is required at the EFI location on Airport.) All signage shall first be approved by the Airport prior to installation, which shall occur at the beginning of the contract period at no additional cost to the Airport.

- ii. All regulatory type labeling and placards (i.e. product identification, No Smoking, Flammable, Hazardous ID labels) shall be provided as required at no additional cost to either the Airport or EFI.
- iii. Proposer shall outline any promotional materials available for Airport events or marketing events the Airport participates in such as banners, backdrops, registration fees, and promotional giveaway items.
- iv. Proposer shall outline options to participate in advertising programs for promotion of the Airport fuel sales and services including subscriptions and advertising with industry websites, magazines and publications.

F. Additional Considerations

In addition to the minimum qualifications, additional consideration will be given to the following items:

- i. Unrestricted Marketing/Business Development Grant monies, made available to the Airport in year one and amortized during the term of the agreement.
- ii. Co-op Marketing Programs.
- iii. Options for employee uniforms and personal protective equipment such as gloves, eye protection and hearing protection.
- iv. Options for test equipment and quality control equipment such as hydrometers, test buckets, millipore testing supplies, water detection supplies, fuel filters, separators and coalescers.
- v. Options for supplies necessary to deliver fuel such as ladders, platforms, upgrades to equipment such as hoses, fuel pumps, nozzles, etc.
- vi. Options for Aviation Oils for piston and turbine aircraft and other fluids such as TKS.

V. SELECTION OF SUCCESSFUL PROPOSAL

The Fuel Supplier will be selected by the Airport based upon the Airport's evaluation of the qualifications of the Proposer, the price basis for the supply of aviation fuels, the support and services to be provided to the Airport by the Proposer, the contract terms offered by the Proposer and the additional considerations offered by the Proposer.

The Airport will select the Proposer that best suits the needs of the Airport and EFI as determined in the sole and absolute discretion of the Airport. Upon selection, the Proposer and the Airport on the one hand, and the Proposer and EFI on the other hand will negotiate the terms of the separate Fuel Supply Agreements, provided that each shall set forth the same term (length), pricing and payment terms.

Except for offered pricing, payment terms, and term (length) of the respective Fuel Supply Agreements for the Airport and EFI, other aspects of each agreement may vary from the contract terms offered by the Proposer. It is possible that the Airport or EFI and the Proposer may agree upon modifications and addendums to certain contract terms offered by Proposer and in such cases the modifications and addenda will be incorporated into the particular Fuel Supply Agreement. It is anticipated that each separate and independent Fuel Supply Agreement will be executed simultaneously by EFI and by the Airport. Notwithstanding the foregoing, the Airport's Fuel Supply Agreement shall not be conditioned upon the continued effectiveness or validity of EFI's Fuel Supply Agreement, or EFI's performance under EFI's Fuel Supply Agreement. Neither EFI nor the Airport shall be responsible for the other's performance under their respective, separate Agreements. If the Airport and the Proposer cannot agree on certain contract terms or if the Proposer fails to promptly provide a Fuel Supply Agreement acceptable to the Airport, the Airport may abandon its discussions with the successful Proposer and select another Proposer as the Fuel Supplier.

VI. CHOICE OF LAW

This RFP, submitted proposals and any contract ultimately awarded shall be governed by Washington law.

VII. PROPOSAL DEADLINE AND TIMETABLE

Proposals, as described in this RFP, shall be submitted in hardcopy triplicate, along with two USB/Flash Drive versions containing electronic versions of the same proposal, in a sealed envelope or box, and **shall be received no later than 2:00 P.M. on Friday, April 26th, 2019.** Proposals shall be clearly marked “2019 Aviation Fuel Supplier.” Limit proposals to no more than twenty-five (25) pages single sided (minimum 11pt. font size).

Other than the deadline above, the following date(s) and times are estimates only and subject to change. Note: All dates times expressed are 2019 and Pacific Daylight Time (PDT), respectively.

Table III: Proposal Timeline

| | |
|--|---|
| RFP Release Date | Friday, April 5 th |
| RFP Question Period | Monday April 8 th - Thursday, April 11 at 2:00pm |
| Answer(s) to Proposer’s Questions | Monday, April 15 th by 2:00pm |
| RFP Proposals Due | Friday, April 26 th by 2:00pm |
| Preliminary Notification of Successful Respondent | Wednesday, May 8 th |
| Negotiation Period with Successful Respondent | Thursday, May 9- Thursday, May 30 th |
| Anticipated Contract Execution Date | Wednesday, June 5 th |
| Anticipated Fuel Supplier Start Date | Monday, July 1 st |

All inquiries concerning this RFP may be made by email to the contact below. For additional information and/or an inspection of the facilities, contact:

Ron Russ, Operations Manager
Pangborn Memorial Airport
One Pangborn Drive
East Wenatchee, WA 98802-9233
(509) 884-2494 ext 301 – phone
(509) 884-0113 – fax
ron@flyeat.org

VII. REVISIONS TO THE RFP AND REJECTION OF PROPOSALS:

In the event that it becomes necessary to revise any part of the RFP, the Airport reserves the right to add an addendum to the RFP. Any addenda will be sent via email for all individuals and/or firms who have requested a copy of the RFP.

This RFP does not obligate the Airport to complete this request and the Airport specifically and expressly reserves the right to cancel this request or suspend the RFP without notice and to accept or reject any and all proposals, in whole or in part, in the Airport’s sole discretion. The Airport reserves the right to reject any proposal for a Proposer that the Airport determines does not have adequate qualifications. The Airport assumes no financial responsibility or liability whatsoever for the preparation of any response to this RFP.

VIII. PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE:

With the exception of pricing information which shall be redacted by the Airport, all RFP materials are subject to public disclosure in accordance with the Public Records Act.

IX. COSTS TO PROPOSE:

All labor, materials, and miscellaneous costs incurred and expended by Proposer in order to respond and produce the submittal of this RFP shall be borne entirely by the Proposer. In responding to the RFP, the participating Proposer agrees that it will indemnify and hold harmless the Pangborn Memorial Airport against any charges, costs, or claims that may arise as a result of their participation in this RFP.

All Proposals submitted become the property of the Pangborn Memorial Airport and will not be returned to the Proposer.

X. EQUAL EMPLOYMENT OPPORTUNITY/COMPLIANCE REQUIREMENTS

The Airport does not discriminate in the administration of any of its programs or activities. The Fuel Supplier will be required to assure that no person shall be denied employment or fair treatment, or in any way discriminated against, on the grounds of or because of the basis of race, sex, religion, age, national origin, or disability.

The Fuel Supplier, for itself, its personal representatives, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree:

Pangborn Memorial Airport
Fuel Supplier RFP
April 5, 2019

A. that no person on the grounds of race, color, creed, sex, age or national origin or handicap shall be excluded from participation, denied the benefits of or be otherwise subjected to discrimination in the use of its facilities;

B. that, in the construction of any improvements on behalf of Fuel Supplier and the furnishing of services, no person shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination on the grounds of race, creed, color, sex, age, national origin or handicap; and

C. that Fuel Supplier shall use the Airport facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination-Effectuation of Title VI of the Civil Rights Act of 1964, as amended; and that in the event of breach of any of these nondiscrimination covenants, the Airport shall have the right to terminate this Agreement.

The Fuel Supplier assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, age, handicap or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Fuel Supplier assures that no person shall be excluded on these grounds from participating or receiving the services or benefits of any programs or activity covered by the Subpart.

Further, Fuel Supplier agrees that it will require that its covered sub-organization provide assurance to the Airport that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E.

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XI. SUBMISSION OF MULTIPLE PROPOSALS

No Proposer shall submit more than one proposal in response to this RFP. Collusion among Proposers, the submission of more than one proposal under different names by any entity or individual, or an ownership interest in more than one Proposer by any entity or individual shall be cause for rejection of all such proposals without consideration. Proposer affirms that he/she/it is not barred from bidding on this contract as a result of a violation of Federal, State or local laws.

XII. HOLD HARMLESS

Upon award of the contract, the Fuel Supplier agrees to indemnify, defend and hold harmless the Airport, and any agents, elected officials, officers or employees thereof, against all suits, demands, loss, damages, expenses, claims or judgments of any kind (including attorneys' fees and expenses incurred in connection therewith and in enforcing this indemnity and hold harmless) for deaths or injuries to persons, or for loss of or damage to property arising out of or in connection with the actions or inactions of the Fuel Supplier, its agents, officers, subcontractors or employees under the contract; or by the Fuel Supplier, its agents, officers, subcontractors or employees' non-observance of any law, ordinance or regulation applicable to Fuel Supplier's activities upon the Airport.

With respect to the performance under the contract, and as to claims against the Airport, its elected officials, officers, agents and employees, Fuel Supplier expressly waives any immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of Fuel Supplier and includes any judgment, award or costs thereof, including attorney's fees.

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XIII. INSURANCE REQUIREMENTS

Upon award of the contract, Fuel Supplier shall maintain the insurance coverage set forth below, which shall in no way limit or modify the Fuel Supplier's indemnity obligation.

The Fuel Supplier shall maintain continuously during the term of the contract:

A. Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the Airport and the public with limits of liability of not less than \$2 million per occurrence, \$4 million general aggregate bodily injury and property damage. The insurance shall be primary as to any other insurance maintained by the Airport.

B. Workers' Compensation and Employer's Liability Insurance to cover Fuel Supplier, any subcontractors, employees, and agents, with an insurance carrier authorized to transact business in the State of Washington covering the full liability for compensation for injury to those employed by Fuel Supplier or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the Airport, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement.

C. Contractor's Pollution Liability, Environmental Impairment Liability, or Hazardous Waste Liability Insurance, with limits of liability of not less than \$2 million per occurrence.

D. A policy of Comprehensive Airport Liability Insurance for bodily injury (including death) and property damage including owned and non-owned aircraft coverage of \$2 million per occurrence and \$3 million aggregate.

E. With regard to all insurance coverage required by this agreement: (1) Any deductible or self-insured retention exceeding \$25,000 for Fuel Supplier or subcontractor shall be disclosed to and be subject to approval by the Airport prior to the effective date of the contract. (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Fuel Supplier or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of

maintaining post-agreement expiration coverage as specified above, Fuel Supplier or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement. (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names the Airport, its elected officials, officers, employees, agents, and volunteers as additional insureds and provides that coverage shall not be reduced or canceled without 30 days written prior notice certain to the Airport. (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read: "Separation of Insureds. Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies: a) As if each Named Insured were the only Named Insured; and b) Separately to each suit insured against whom a claim is made or suit is brought."

Fuel Supplier shall provide the Airport with an endorsement or amendment to Fuel Supplier's policy of insurance as evidence of insurance protection before the effective date of the contract.

**ATTACHMENT “B”
PROPOSAL FORM**

**PROPOSAL for AVIATION FUEL
SUPPLIER
at the
PANGBORN MEMORIAL AIRPORT**

The undersigned (“Proposer”) hereby proposes to the Pangborn Memorial Airport, (“Airport”) that Proposer be selected by the Airport to serve as fuel supplier (“Fuel Supplier”) to supply the Airport with its requirements for aviation fuel for resale at the Airport as described in the Request for Proposal. If selected by the Airport as the Fuel Supplier, Proposer will supply the Airport’s requirements for aviation fuels and lubricants and provide other services as described in this proposal and the fuel supplier agreement (“Agreement”) to be made between Proposer and the Airport as more particularly described below:

- I. The Pangborn Memorial Airport and Executive Flight Incorporated will purchase from the Fuel Supplier and the Fuel Supplier shall provide and sell to the Airport’s requirements for aviation fuels and lubricants (collectively the “Product”) at the Airport. The Airport shall purchase the Product for resale to aircraft owners and operators at the Airport.

- II. The Product shall include the following types of fuels:
 - (i) Aviation Turbine Fuel – Jet A;
 - (ii) Aviation Gasoline, 100 Octane, Low Lead (Avgas) or future replacement; and
 - (iii) Other (if any).

The Product delivered to the Airport shall comply with the following specification:

(Here describe the current product specification required by the FAA and aircraft manufacturers for Jet A and Avgas and aviation lubricants)

or such other specification that may be established by applicable governmental regulation or industry standard in the future. We will supply with each load of Product a certificate of the specification of the Product and will warrant that each load meets or exceeds applicable specifications and quality control requirements.

- III. Prices for Product will be established as follows:

(Here describe the methodology for pricing aviation fuels and lubricants. Pricing methodology shall be as described in Section IV. Minimum Requirements, Subsection B, Pricing and Payment Terms. Please attach a sample invoice for each

product type.)

- IV. We commit to deliver at the stated date, time, and price the Airport's requirements of Product subject to the following limitation:

(Here describe the limitation, if any, on the amount of Product Fuel Supplier shall be obligated to supply to the Airport at the stated price. Describe plan to provide continuous product delivery on time and on schedule.)

- V. We will not impose retail/wholesale credit card related discount/rebate programs that require the Airport's participation or funding.

- VI. We have and will keep in place during the term of the Agreement the following Product Quality Control Program:

(Here describe, in detail, your quality control and assurance program. Include complete description of any documented breakdowns in quality of your product and itemize any instances of aircraft damage or personal injury that have been established as proximately caused by the failure of your product to meet specifications.)

- VII. Credit Card Program:

(Here describe your credit card program. Include as much detail as necessary for the Airport to fully understand the operations of same and how it compares with other credit card programs operated by other aviation fuel suppliers.)

- VIII. Refuelers:

We will offer to supply to the Airport self-propelled fuel storage and delivery vehicles ("refuelers") as follows:

(Here describe the type and specification of refuelers you propose to provide to the Airport for the purpose of transferring fuel from the fuel storage area of the Airport into planes at the Airport. Be specific as to the type, size, specification, manufacturer, age, condition and number of such refuelers. If you propose to be compensated for the use of such refuelers state the basis of such compensation and the disposition to be made of the refuelers at the end of the Agreement.)

- IX. Advertising and Promotions:

(Here explain method or plan for Airport advertising in relation to national and international programs. Explain aviation directory support available from supplier.

Set forth sales aids items provided through suppliers and cost. Explain co-op program, if applicable, and related funds available to the Airport.)

X. Industry Involvement and Commitment:

(Here set forth trade show participation by supplier and how the Airport will benefit from activity. Describe all memberships in industry organizations like NBAA and NATA, including active participation on committees if any. Set forth a list demonstrating involvement with FBOs nationwide and examples of customers similar to the Airport.)

XI. Training:

(Here describe any training programs you propose to conduct at the Airport including the curriculum, the number of employees to be trained, the periodic re-training and the cost, if any. The training should include the following areas at the minimum: ground servicing, safety, refueling piston aircraft, refueling turbo prop aircraft, refueling jet aircraft, towing, fuel farm operation, quality control, customer service, and fire safety. Quality control and basic fuel farm operation should be provided on a regular basis to accommodate new employees.)

XII. Crisis Management Plan:

(Here describe supplier's program or plan to support the Airport in the event supplier's product is called into question or implicated in an aircraft incident or accident.)

XIII. Additional Considerations:

(Here describe the total dollar amount of Unrestricted Marketing/Business Development Grant Monies to be provided to the Airport, plus other inducements, incentives and additional consideration provided at no charge to the Airport.)

XV. Qualifications; References:

(Here describe your company or organization; your qualifications to be selected as Fuel Supplier; and include at least five reference airports/contacts at which you are the exclusive provider of aviation fuel. Please include contact information for the references.)

ACKNOWLEDGMENT OF PROPOSAL

The undersigned, being the _____ (*here describe your position*) of _____ (*here give the complete business name of Proposer*), with full authority to bind the Proposer, do hereby make this proposal to the Pangborn Memorial Airport this the _____ day of _____, 2019.

Name of Proposer

Typed Name

Title