



Columbus Airport Commission  
Columbus Airport

**REQUEST FOR PROPOSAL # 2016-02  
AVIATION FUEL SUPPLIER**

February 19, 2016

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**I.      OBJECTIVE**

The Columbus Airport Commission (“Commission”) invites proposals from qualified producers and suppliers of aviation fuels and lubricants to be the sole supplier of aviation fuels for Flightways Columbus (“FBO”) located in Columbus, Georgia. The Airport Commission is the owner and operator of the FBO which is managed by the FBO Manager as directed by the Airport Manager and Columbus Airport Commission. The FBO will enter into an appropriate agreement (“Fuel Supply Agreement”) with the successful Proposer.

**II.     AIRPORT**

The Airport is classified by the FAA as a non-hub, primary commercial service airport; it has over 55,000 enplanements annually. The airport maintains a vibrant general aviation environment with over 150 based aircraft in corporate and individual hangars. The Airport is located within minutes of Fort Benning, a self-sustaining military community in excess of 100,000 military, family members, reserve component soldiers, retirees & civilian workers. Columbus' diverse economic base includes headquarters of AFLAC insurance, Carmike Cinemas, Char-Broil, Synovus, TSYS, and Tom's Snack Foods. Note that fuel sales volumes at the Airport have the potential to increase significantly due to the current marketing of a second commercial airline and the marketing at aviation conferences and expos. The Airport is home to over 150 aircraft. There are 20 hangars that typically are at full occupancy and over 50 tie-downs. The Airport has two runways 6/24 & 13/31. Runway 6/24 is 6,997 feet long and 150 feet wide, and runway 13/31 is 3,997 feet long and 150 feet wide.

During 2015, the last full year the FBO sold aviation fuel, Airport fuel sales totaled 657,418 gallons with 568,226 gallons of Jet Aviation fuel (“Jet A”) and 89,192 gallons of AvGas sold.

The Airport has an FBO building which is used to provide aeronautical services to pilots, aircraft owners, and passengers. The Airport has 20 hangars, of which 15 are owned by the Commission and another 5 which are privately owned and located on land leased to the private owners. There is one fuel farm with a capacity of 36,000 gallons of fuel (two tanks with a capacity of 12,000 gallons (each) of Jet “A”, and one tank with the capacity of 12,000 gallons of AvGas).

**III.    THE NEED FOR AVIATION SUPPLIER**

The FBO is presently purchasing and selling fuel through an on demand arrangement with its current aviation fuel supplier. To ensure a continued level of service, uninterrupted fuel supply and facilitate a profitable arrangement for the acquisition of its requirements of aviation fuel, the Commission needs to contract with an aviation fuel supplier (“Fuel Supplier”). The Commission intends to select the Fuel Supplier based upon competitive proposals submitted pursuant to this Request for Proposal (RFP). After evaluation of all proposals the Commission intends to enter into a Fuel Supply Agreement by which the selected Proposer will serve as the Commission’s Fuel Supplier for the term of the agreement.

IV. AVIATION FUEL SPECIFICATIONS

By submitting a proposal, the Proposer will ensure that the aviation fuel delivered meets or exceeds the following minimum specifications determined by the FAA.

V. MINIMUM QUALIFICATIONS

To be considered for selection as the Fuel Supplier, Proposers should possess the following Minimum Qualifications:

- A. Proposer must be a refiner and producer or marketer of both Jet "A" and AvGas meeting standards established from time to time by the Federal Aviation Administration and by manufacturers of the aircraft routinely operated in the United States.
- B. Proposer must be able to supply the Commission with its requirements for aviation fuels. Proposer shall provide ordering capability 24 hours a day, 7 days a week. Proposer shall be able to provide aviation fuel delivery 24 hours a day, 7 days a week. Proposer shall be able to provide delivery within 24 hours of order being placed. 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 alternate supply location / plan must be identified. Proposer will outline its plan for fuel deliveries to CSG.
- C. Proposer must be a full service aviation marketer who provides marketing support, including a nationally recognized brand identity.
- D. Proposer must agree to indemnify the Commission from loss arising from damage to property and injury to or death of persons arising from a failure of the quality of its products delivered to the Airport.
- E. Proposer must have in place a quality control program that meets or exceeds regulatory and industry standards. Proposer must also provide quality control training to staff at least yearly. When quality control checks are completed yearly on equipment it is preferable to have filter changes included. Electronic tank reporting is a plus.
- F. Proposer must supply the Airport with two Jet A (3,000 gallon capacity) and one Avgas (1,000 gallon capacity) refueling trucks, preferably models no later than five years old with an average of all three trucks being less than 3 years. The airport would preferably request 24 hour maintenance support for fuel trucks, parts, and quality control support.
- G. Proposer must have in place a customer service program that includes:
  - a. a representative that can answer fueling and quality control questions and provide support in a timely manner;
  - b. experience with FAA regulations required to support the Airport's requirements for FAA certification;
  - c. shall be able to process credit cards through a FBO management system (i.e. Total FBO or similar) and standard POS equipment for instant verification with a preferred internet based system or batch processing allowing electronic transfer of funds to be posted into the Airport Authority's account within 48 hours. standard POS equipment; either the system currently installed at the Airport, or a system provided by Proposer as part of

the Fuel Supplier Agreement. The POS system must be capable of electronically processing the following cards with moneys returned to the Commission electronically: Proposer's US Government Air Card, Visa, Master Card, Discover Card, Multiservice, AVCard, American Express, Diners Club, Military Contract Cards, and Fuel Company Cards.

- d. options to participate in advertising programs for promotion of the Airport and fuel sales;
  - e. national advertising that supports its product and the general aviation industry;
  - f. provision and installation of brand identification as approved by the Airport; and,
  - g. an account manager whose total interest and function is aviation related.
- H. Also, the successful Proposer shall be required to outlay any and all startup costs related to the commencement of service to the Airport.

## VI. PROPOSAL REQUIREMENTS

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The Commission reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the Commission, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

When bid inclusions are required, such as warranty information, product literature/specifications, references, etc. The inclusions should reference all aspects of the specific equipment or service proposed by the bidder. Do not include general descriptive catalogs. Bids found to be in non-compliance with these requirements will be subject to rejection.

This Request for Proposal is posted on the Commission's website at [www.flycolumbusga.com](http://www.flycolumbusga.com). Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the Commission. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The Commission is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your company is interested and qualified, please submit three (3) hard copies and one (1) electronic copy (on CD or DVD) of your proposal on **April 1st, 2016** by 3:00 p.m. to:

Columbus Airport Commission  
3250 W. Britt David Road  
Columbus, Georgia 31909-5399

If you have any questions about the proposal process, or for technical questions and information contact Amber Clark at (706) 324-2453, or [aclark@flightwayscolumbus.com](mailto:aclark@flightwayscolumbus.com).

VII. GENERAL PROVISIONS

- A. All proposals, consisting of three (3) hard copies and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on **March 25th, 2016**. Late proposals will not be considered and will be returned, unopened. Proposals will remain sealed and secured until the stated due date and time for proposal opening.
- B. All correspondence should be directed to:

Columbus Airport Commission  
Attn: Amber Clark  
3250 W. Britt David Road  
Columbus, GA 31909  
Telephone: (706) 324-2453  
aclark@flightwayscolumbus.com

FAX submissions will not be accepted as an appropriate response to this RFP.

- C. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
- D. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
- E. Proposals must be submitted in a sealed envelope or package. The exterior of the envelope or package must reference the bidder's name and address, they RFP#, and RFP title. Failure to properly identify the proposal may result in rejection of the proposal. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: COMPANY NAME + RFP NUMBER

*Example:* Your Company, Acme Inc., is responding to RFP PS-#1101. Your Adobe Acrobat (pdf) file would be named: **Acme 2013-01**

VIII. SELECTION OF SUCCESSFUL PROPOSER

This Request for Proposal does not constitute an offer to enter into a services agreement.

The Commission will accept one and only one proposal per vendor. Prior to opening, should the Commission received multiple submissions from one vendor the Commission may 1) contact the bidder to clarify which proposal is valid, or 2) reject all submissions from the vendor as unresponsive.

The Commission reserves the right to award the contract to the supplier who presents the proposal which in the judgment of the Commission, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional services fees.

The Fuel Supplier will be selected by the Commission based upon the Commission's evaluation of the qualifications of the Proposer, the price basis for the supply of aviation fuels and other petroleum products, the equipment and services to be provided to the Airport by the Proposer, the contract terms offered by the Proposer and the capital investments in the general aviation facilities of the Airport offered by the Proposer. The Commission will select, in its sole and absolute discretion, the Proposer with which the Commission wishes to complete a Fuel Supply Agreement.

**IX.      COMMUNICATION AND CLARIFICATION**

Questions concerning specifications must be submitted, in writing, at least ten (10) working days (Monday-Friday) prior to the RFP closing date. Questions received less than ten working days prior to RFP closing will not be considered

During the evaluation of proposals, the Commission reserves the right to request clarification of proposal packages and to request the submission of references, if deemed necessary for a complete evaluation of responses. Award will be made to the responsive and responsible proposer whose proposal meets the Commission's needs according to criteria designated in the solicitation. The determination of the most responsive and responsible proposer may involve all or some of the following factors: prices, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, experience, terms of payment, compatibility as required, other cost, and other objective and accountable factors, if any, (which are further described in the specifications). The Commission shall be the sole judge of the factors and will make the award in the best interest of the Commission.

**X.        PROTEST**

A protest with respect to this Request for Proposals shall be submitted in writing to the Airport Director no less than five (5) days prior to the opening of bids or later than the closing date of proposal. If the matter is not resolved by the Airport Director, then an appeal may be filed with the Airport Commission.

**XI.      CORRECTION OR WITHDRAWAL**

Corrections or withdrawals of inadvertently erroneous proposals before or after opening, or cancellation of awards of contracts based on such proposal mistakes may be permitted where appropriate. Mistakes discovered before opening may be modified or proposal withdrawn by written notice received in the office the Airport Director prior to the time of the opening.

After opening, no changes in proposal prices or other provisions of proposals prejudicial to the interest of the Commission or fair competition shall be permitted. In lieu of any correction, a successful proposer alleging a material mistake of fact may be permitted to withdraw its package if the mistake is clearly evident, or if the proposer submits evidence, which clearly and convincingly demonstrates that a mistake was made.

All decisions to permit corrections or withdrawals of proposals or to cancel awards or contracts based on mistakes will be supported by the written determination of the Airport Director.

If it becomes necessary to revise any part of this proposal package, a written addendum will be provided to all proposers. The Commission is not bound by any oral representations, clarifications, or changes made to the written specifications by Commission employees, unless such clarification or change is provided to the bidders in written addendum form from the Airport Director. Proposers will be required to acknowledge receipt of the addenda (if applicable) in their sealed bid proposal. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). Failure to acknowledge receipt of the addenda (when applicable) will render bid incomplete. It is the proposer's responsibility to ensure that they have received all addenda.

## **XII. ACCEPTANCE/REJECTIONS OF PROPOSALS**

The Commission reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the Commission may appear.

All documents submitted to the Commission in response to this Request for Proposal will become the exclusive property of the Commission and may be returned to the proposer or kept by the Commission, in the Commission's sole discretion. All proposals shall remain firm for ninety, (90) days following closing date for receipt of proposals.

During the evaluation of bids, the Commission reserves the right to request a demonstration or site visit of the product, equipment or service offered by a proposer. The demonstration or site visit shall be at the expense of the proposer. Proposers, who fail to provide demonstration or site visit, as requested, will be considered non-responsive.

When such action is in the best financial interest of the Commission, contracts for supplies to be purchased or services to be rendered under an annual (term) contract basis may be canceled and re-advertised at the discretion of the Airport Commission and in accordance with contract terms.

Proposers may be disqualified and rejection of proposals may be recommended by the Selection Committee for any (but not limited) of the following reasons:

- A. Receipt after the time limit for receiving bid proposals as stated in the bid invitation.
- B. Any irregularities contrary to the General Provisions or bid specifications.
- C. Unbalanced unit price or extensions.
- D. Unbalanced value of items.
- E. Failure to use the proper forms furnished by the Commission.
- F. Failure to complete the proposal properly and in the format specified by the Commission.
- G. Omission of warranty, product literature, samples, acknowledgment of addenda or other items required to be included with proposal.
- H. Failure to properly sign forms in ink.



### XIII. CONTRACTING

Should the proposer intend to subcontract all of part of the work specified, name(s) and address(es) of subcontractor(s) must be provided in the proposal (use additional sheets as necessary). The successful proposer shall be responsible for subcontractor(s) full compliance with the requirements of these specifications. THE AIRPORT COMMISSION WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.

Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the Commission during subsequent negotiations. The successful proposer is expected to execute a Professional services agreement similar to that in Appendix A. This sample agreement is for reference to the anticipated terms and conditions governing the Commission and the successful proposer. The proposer must take exception in their proposal to any section of the attached draft agreement they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample agreement. The Commission reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached Concession agreement. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COMMISSION INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE SERVICES AGREEMENT. The selected proposer will be asked to provide evidence that Commission insurance requirements have been met. See Appendix A – Sample Commission Agreement, and in the Sample Commission Agreement the insurance requirements are found in article 8.

The parties agree that this RFP and subsequent agreements shall be governed by and interpreted in accordance with the substantive laws with the State of Georgia, without regard to conflicts of laws rules. Any and all actions with respect to matters arising out of or under the RFP or any subsequent contract may be adjudicated only in a court of competent jurisdiction in Muscogee County, Georgia and the Proposer waives any and all objections to the personal jurisdiction of such courts.

### XIV. EMPLOMENT OPPORTUNITY/COMPLIANCE REQUIREMENTS

Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the Commission that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of Commission contracts to the extent practical and consistent with the efficient performance of the contract.

The successful proposer will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, national origin or physical handicap.

**XV.    BID RIGGING**

By signing and submitting this proposal, proposer declares that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid. In the event, said bidder is found guilty of collusion, the company and agents will be removed from the Commission’s bid list for one full year and any current orders will be canceled.

**XVI.    INDEMNIFICATION AND HOLD HARMLESS**

The successful proposer agrees, by entering into any contract, to defend, indemnify and hold Commission harmless from any and all causes of action or claims of damages arising out of or under this contract.

**XVII.    INSURANCE COVERAGE**

The selected Supplier will be required to provide insurance coverage in the amount of \$ 2,000,000 General Liability Insurance, \$ 1,000,000 of Professional Liability Insurance and \$1,000,000 Automobile Liability. In addition, the selected Consultant shall have Worker’s Compensation coverage as required by the State of Georgia and Employer’s Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.

The Proposer shall provide within five (5) days after Consultant executes a contract with Commission, a certificate of liability insurance naming the Columbus Airport Commission and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the Commission.

**XVIII.    CALENDAR OF EVENTS**

The following is a tentative schedule of events which the agreement is expected to follow.

**These dates are considered flexible and the Commission reserves the right to adjust the dates and timeframes as necessary.**

February 19, 2016	Request for Proposals Released
March 11, 2016, 3:00 PM Eastern Time	Deadline for written submission of questions from proposers
March 14, 2016	Issuance of final RFP Addendum on Commission’s website with relevant questions
March 25, 2016, 3:00 PM Eastern Time	Deadline for submission of proposal packages
March 30, 2016	Phase 1 reviews complete
April 1, 2016	Phase 2 evaluation complete

April 5/6, 2016	Interviews (if necessary)
April 7, 2016	Begin negotiations with apparent successful proposer
April 20, 2016	Commission action on proposed contract
April 21, 2016	Notice to proceed issued

**PROPOSAL FORMAT**

A qualifying proposal must address all of the following points (not to exceed 30 pages):

1. Agreement Title
2. Applicant or Supplier Name
3. Supplier's Ability to Execute the Scope of Work and Meet the Criteria Defined in 1-13 on Page 14
4. Supplier's Qualifications
  - a. Type of organization, size, professional registration and affiliations.
  - b. Your qualifications to be selected as Fuel Supplier
  - d. Qualifications of consultants, subcontractors, or joint venture company, if appropriate.
  - e. include at least five reference airports/contacts at which you are the exclusive provider of aviation fuel. Please include contact information for the references
5. Understanding of and Approach to the Supply
  - a. Description of the organization and staffing to be used for the agreement.
  - b. Indication of information and participation the proposer will require from Commission staff.
  - c. Indication of time frame necessary to complete the agreement review once a Notice to Proceed is issued.
6. Disadvantaged Business Enterprise (DBE) Participation

Each response shall clearly outline any DBE partnerships that the Consultant has created for completion of the work. Response should also provide the Commission a clear understanding of how the company mentors or develops DBE's to perform Department of Transportation (DOT) work.
7. Fees and Insurance
  - a. Proposers will submit fees and payment terms.
  - b. The selected Consultant will be required to provide insurance coverage in the amount of \$ 2,000,000 General Liability Insurance, \$ 1,000,000 of Professional Liability Insurance and \$1,000,000 Automobile Liability. In addition, the selected Consultant shall have Worker's Compensation coverage as required by the State of Georgia and Employer's Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.
  - c. The Consultant shall provide within five (5) days after Consultant executes a contract with Commission, a certificate of liability insurance naming the Columbus Airport Commission and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the Commission.

d. Indemnification

Consultant shall defend, indemnify and hold harmless the Commission, its agents, servants and employees, successors and assigns, from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be suffered by any personal entity that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder, specifically including any attorney's fees incurred by the Commission with respect to retaining counsel of its choice in the defense of any actual or threatened lawsuit, including all costs associated therewith. This obligation to indemnify shall extend to all claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the Commission, its agents, servants and employees, successors and assigns. This indemnity will not extend to any claims or losses arising solely out of the gross negligence or willfulness conduct of the Commission, its agents, servants and employees, successors and/or assigns.

**A. SCOPE OF WORK**

1. The Fuel Supplier shall provide and sell to the Commission, aviation fuels and lubricants (collectively the "Product. The Commission shall purchase the Product for resale to aircraft owners and operators at the Airport.

**B. MINIMUM QUALIFICATIONS**

1. The Product shall include the following types of fuels:
  - (i) Aviation Turbine Fuel – JetA;
  - (ii) Aviation Gasoline, 100 Octane, Low Lead (Avgas) or future replacement.  
The Product delivered to the Airport shall comply with the specifications required by the FAA and aircraft manufacturers:
2. Proposer must meet all Minimum Qualifications listed on page 4 of this document.

**C. CRITERIA FOR SUPPLIER SELECTION**

1. Prices for Product and Payment Terms. The Commission desires to receive the best possible pricing and in order to facilitate the comparison of proposals,
  - a. Pricing for Jet-A shall be based on the Platts Gulf Coast Pipeline Mean (Index Price) plus all applicable local, state and federal taxes) plus the differential including freight charges and supplier margin.
  - b. Pricing for 100LL AVGAS shall be based on a Rack Rate to establish a per gallon Base Fuel Cost, plus all applicable local, state and federal taxes (including, but not limited to, the Leaking Underground Storage Tank fee and the Oil Spill Liability fee) plus freight charges from the local rack to CSG plus a supplier margin.  
*(Here provide an explanation of the pricing-methodology as stated above and the payment structure/terms used by Proposer.)*
2. Fuel Supply: Proposer shall provide ordering capability 24 hours a day, 7 days a week. Proposer shall be able to provide aviation fuel delivery 24 hours a day, 7 days a week. Proposer shall be able to provide delivery within 24 hours of order being placed. 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 alternate supply location / plan must be identified. Proposer will outline its plan for fuel deliveries to CSG.  
*(Here describe the limitation, if any, on the amount of Product Fuel Proposer shall be obligated to supply to the Commission at the stated price. Describe plan to provide continuous product delivery on time and on schedule.)*
3. Proposer has 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.)*
4. Refueler Lease/Purchase Program and Maintenance and Support Services: Proposer shall describe the fuel trucks it proposes to provide to the Commission to dispense fuels at CSG, including make, model, capacity, year, and equipment

specifications. The Commission reserves the right to accept or reject any individual truck proposed. At a minimum, Proposer shall provide a proposal to lease at least the following:

**Jet-A**

- Two (2) 3,000 gallon

**100LL/AvGas**

- One 1,000 gallon

Each refueler shall be less than five (5) years old. The average age of all trucks proposed shall be less than three (3) years old.

- Proposer shall identify an annual lease amount and a lease/purchase price for each refueler.
- Proposer shall describe its programs to provide relief refuelers as required to meet special needs such as special events at CSG or to temporarily replace refuelers due to maintenance needs.
- Proposer shall provide its proposed lease agreement form for each refueler, including all terms and conditions of such use and their maintenance and quality control agreement(s).

*(Here describe, in detail, your ability to fulfill criteria listed above as well as any additional information needed.)*

5. Credit Card Program: The Proposer's credit card approval system must be capable of accepting the cards listed under the minimum qualifications. Proposer shall indicate the credit card processing fees the Commission will pay as a result of their use. Indicate the rates for swiped versus manually keyed entries.

*(Here describe your credit card program to include the listed criteria above.)*

6. Credit Card Related Discount/Rebate Programs:

*(Here describe your credit card related discount/rebate programs.)*

7. Advertising and Promotions:

- Proposer shall describe the benefits of its brand and national fuel contracts and describe how such programs will result in increased sales or business activity at CSG. Describe the methods used to measure the success of such programs.
- Advertising Program: Proposer shall identify and describe their proposed advertising program and any costs associated with the program.
- Aviation Industry Participation: Proposer shall describe trade show participation and industry organization memberships, such as NATA or NBAA conventions. Identify opportunities that will be available for the Commission.

*(Here explain method or plan for Airport advertising in relation to national and international programs as defined in the criteria above.)*

8. Training:

*(Here describe the training program you propose to provide for the Airport staff and how often. Quality control and basic fuel farm operation should be provided on a regular basis to accommodate new employees.)*

9. Liability Insurance:

*(Here describe Proposer's commercial general liability that will provide coverage to the Commission. Include as much detail as necessary for the Commission to fully understand the adequacy of such policies.)*

10. Crisis Management Plan:

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

11. Investment by Proposer:

a. fuel island and fuel farm investment;

*(Describe the investment, if any, in the fuel island and fuel farm you are willing to make and under what conditions.)*

b. Airport facilities investment;

*(Describe other investments, if any, you are willing to make in facilities at the Airport and under what conditions.)*

12. Implementation and Start-up Plan:

*(Here provide a detailed start-up plan that assures a smooth transition from the current FBO / fuel provider with no interruption of services at CSG. This plan shall include, but not be limited to, training, certification, fuel delivery, fuel truck delivery and installation of any branded signage.)*

13. Other Considerations/Incentives:

*(Here you may propose "Value Added" items at no cost to the Airport Commission. Describe how they will benefit the Commission, CSG customers, and the overall airport community.)*

#### **D. BASIS OF AWARD**

It is the Commission's desire to employ individuals from a qualified company that exhibit proactive leadership and good planning and management practices. Of particular importance is the ability of the successful company to provide staff that are self-motivated and can quickly learn the Commission process, and manage projects with minimal Commission oversight.

Local professionals who maintain fully-staffed offices in the Columbus area shall be given preference if quality, service and all other relevant factors are equal.



**The award of the contract will be based on criteria and guidelines established by the Commission. The award will be made after a careful evaluation by the selection committee and will be based on the selection criteria, the proposers demonstrated competence as well as the best interests of the Commission.**

**E. ADDENDA**

Any addenda to this Request for Proposals will be mailed to all potential companies who have been issued a copy of the RFP. Responses to relevant questions submitted by the date indicated in the Calendar will also be mailed to all potential companies who have been issued a copy of the RFP. Relevancy of questions will be at the sole discretion of the Commission.

**F. SELECTION PROCESS**

A selection committee will be created to review all submitted proposals. A weighted system will be formed to rank the Suppliers criteria. Once all the proposals have been received by the date specified, the selection committee will score the proposals using the weighted system. The committee will then convene to discuss the results. The Companies with the highest scoring proposals may be asked to schedule an interview to qualify their selection criteria. After scoring the proposals and any necessary interviews are completed the proposal that best fits the Airports needs will be selected.

**G. CONTACT PERSON**

Amber Clark  
3250 W. Britt David Road  
Columbus, GA 31909-5399  
706-324.2453

Interested companies shall not contact other Commission staff with questions or suggestions regarding this Request for Proposals without first contacting the Richard Howell, Airport Director.

## Appendix – A

# CONTRACT for FUEL SUPPLIER SERVICES

### Aviation Fuel Supplier

Contract made on the \_\_\_\_ day of \_\_\_\_\_, 20xx.

BETWEEN the Owner: **Columbus Airport Commission** hereinafter referred to as "**Commission**", and \_\_\_\_\_ hereinafter referred to as "**Supplier**",

For the following services: Be the sole supplier of aviation fuels for Flightways Columbus ("FBO") located in Columbus, Georgia for the Columbus Airport.

That for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

#### **A. ARTICLE 1 - RESPONSIBILITIES AND SERVICES OF SUPPLIER**

Commencing with an execution of this Contract, the **Supplier** will provide the services as described in the following Exhibits attached hereto and incorporated herein by reference as though here fully set forth.

##### EXHIBIT "A" – SCOPE of SERVICES

**1.2 Coordination:** In the performance of the **Supplier's** services under this Contract, the **Supplier** agrees that they will maintain such coordination with **Commission** Personnel as follows:

**The Airport Director** as primary contact and described in Article 2.1. The Airport Director is authorized to give written approvals for Work that affect the Scope of Work and the Cost of the agreement on behalf of the **Commission**. Other members of the **Commission's** airline recruitment team may include individuals and/or entities outside the **Commission** structure.

**1.3** Neither the **Commission's** review, approval of, nor payment for, any of the services required under this Contract shall be construed as a waiver of any rights under this Contract, and the **Supplier** shall be and remain liable to the **Commission** in accordance with applicable law for all damages to the **Commission** caused by the **Supplier's** failure to perform any of the services required under this Contract.

**1.4** All materials produced in support of this Agreement by **Supplier** are property of the Columbus Airport Commission and shall be surrendered to **Commission** upon termination of this Contract.

B.

#### **C. ARTICLE 2 - RESPONSIBILITIES OF THE COMMISSION**

**2.1** The **Commission's** designated representative is authorized to act in the **Commission's** behalf with respect to the Agreement. The **Commission**, or such authorized representative, shall examine the documents submitted by the **Supplier** and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the **Supplier's** services.

**2.2** The **Commission** shall furnish the Supplier with all information in its possession that is reasonably necessary for the performance of the work described herein.

**2.3** The **Commission** shall provide full information about the requirements for the Agreement including budget limitations, scheduling and other programmatic information.

**D. ARTICLE 3 - FEE AND METHOD OF PAYMENT**

The **Commission** will pay the **Supplier** the following Fees:

**Commission** shall compensate **Supplier** for Services rendered as described:

**E. ARTICLE 4 - MODIFICATION OF CONTRACT**

This Contract may be modified only by a written amendment signed by the **Commission** and the **Supplier**. All modifications must be in writing and signed by the **Commission** representative with the authority to modify this Contract.

**F. ARTICLE 5 - PAYMENT FOR EXTRA WORK OR CHANGES**

Extra work or changes in the scope of work, time of performance, and amount of compensation, shall be authorized in writing prior to commencement of the work by the Airport Director. Claims for Payment for approved extra work must be submitted by the Consultant within 30 days of completion of such work, and must be accompanied by a statement of itemized costs covering said work. Payment will not be authorized until said work is satisfactorily completed and approved by the Airport Director.

**G. ARTICLE 6 - TERM**

- 6.1 Unless terminated earlier as provided for herein, the term of this agreement is from execution through midnight XXXX.
- 6.2 Either party may terminate this agreement with thirty- (30) days advanced written notice.

**H. ARTICLE 7 - SUPPLIER STAFF**

- 7.1 The **Supplier** has been selected to perform the work herein because of the skills and expertise of key individuals. The **Supplier** shall contract for or employ at the **Supplier's** expense, **Subcontractors** to the extent deemed necessary for providing criteria and reviews for the agreement, and licensed as such by the State of Georgia and all other **Suppliers** as necessary for development of the agreement.
- 7.2 The **Supplier** shall designate **one or more persons**, whom, as long as his performance continues to be acceptable to the **Commission**, shall remain in charge of the services for the Agreement for the duration of the contract. Additionally, the **Supplier** must furnish the names of all other key people in the **Supplier's** company who will be associated with the Agreement. If the designated lead or key person fails to perform to the satisfaction of the **Commission** upon written notice, the **Supplier** will have 10 working days to remove that person from the Agreement and replace that person with one acceptable to the **Commission**.

**I. ARTICLE 8 - CONFLICT OF INTEREST**

The **Supplier** covenants that the **Supplier** has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be employed by the **Supplier**.

J. ARTICLE 9 - STATUS

- 9.1 The **Supplier** shall, during the entire term of the Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow the **Commission** to exercise discretion or control over the professional manner in which the **Supplier** performs the services which are the subject matter of this Contract. The services to be provided by the **Supplier** shall be provided in a manner consistent with all applicable standards and regulations governing such services.
- 9.2 The **Supplier** understands and agrees that **Supplier's** personnel are not and will not be eligible for membership in or any benefits from any **Commission** group plan for hospital, surgical or medical insurance or for membership in any **Commission** retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrues to a **Commission** employee.

II. ARTICLE 10 - WARRANTY OF SUPPLIER

The **Supplier** warrants that the **Supplier** and each of the personnel employed or otherwise retained by the **Supplier** are properly certified and licensed under the laws and regulations of the State of Georgia to provide the special services herein agreed to.

III. ARTICLE 11 - COVENANT AGAINST CONTINGENT FEES

The **Supplier** warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure the Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Supplier**, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of his warranty, the **Commission** shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

IV. ARTICLE 12 - NONDISCRIMINATION

The **Supplier** shall comply with laws and regulations governing nondiscrimination in employment.

- 12.1 **Nondiscrimination:** The **Supplier**, with regard to the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including the procurement of materials.
- 12.2 **Prohibition:** There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by federal or state law or regulations promulgated thereunder. Gender harassment is included in this prohibition as a form of discrimination.
- 12.3 **Gender Harassment Warranty and Liability:** All **Suppliers** have a contractual obligation to become fully trained and knowledgeable regarding behavior prohibited by law as gender harassment and at all times to comply with and ensure that all persons performing this Contract comply with an appropriate standard of conduct. Every **Supplier** who violates gender harassment laws shall be liable to the **Commission** for all claims, demands, damages, costs, expenses and attorney's fees incurred by the **Commission** as a result of behavior of any of the **Supplier's** personnel performing this Contract.

V. **ARTICLE 13 - ENTIRE CONTRACT AND MODIFICATION**

This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. The **Supplier** shall be entitled to no other benefits than those specified herein. The **Supplier** specifically acknowledges that in entering into and executing this Contract, the **Supplier** relies solely upon the provisions contained in this Contract and no others.

VI. **ARTICLE 14 - NON-ASSIGNMENT OF CONTRACT**

Inasmuch as this Contract is intended to secure the specialized services of the **Supplier**, the **Supplier** may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the **Commission** and any such assignment, transfer, delegation or sublease without the **Commission's** prior written consent shall be considered null and void.

VII. **ARTICLE 15 - ENFORCEABILITY**

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

VIII. **ARTICLE 16 - LAW; VENUE**

This Contract has been executed and delivered in the State of Georgia and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of Georgia. The duties and obligations of the parties created hereunder are performable in Columbus, Georgia and as such Columbus, Georgia shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract and the Consultant, for itself, its successors and assigns, hereby waives any and all objections to the personal jurisdiction of the Superior or State Court of Muscogee County, Georgia, or the United States District Court for the Middle District of Georgia with respect to any action which may be brought hereunder.

IX. **ARTICLE 17 - INDEMNIFICATION**

To the fullest extent permitted by law, Supplier shall defend, indemnify and hold harmless the Commission, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Supplier that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Supplier and/or its agents, employees or subcontractors. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the Commission, its officers and employees.

It is the intent of the parties to provide the **Commission** the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

X. **ARTICLE 18 - INSURANCE**

**Supplier** shall procure the following required insurance coverages at its sole cost and expense and maintain in full force and effect for the period covered by this Contract such insurance. All insurance coverages are to be placed with insurers are qualified to do business in the State of Georgia.

**18.1 General Requirements:** The following requirements apply to all insurance to be provided by **Supplier**:

- a. A Certificate of Insurance shall be furnished to **Commission** prior to commencement of work. Upon request by the **Commission**, **Supplier** shall provide a certified copy of any insurance policy to the **Commission** within ten (10) working days.
- b. Certificates and policies shall state that the policies not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to **Commission**.
- c. Approval of the insurance by **Commission** shall not relieve or decrease the extent to which the **Supplier** may be held responsible for payment of damages resulting from **Supplier's** services or operations pursuant to this contract.
- d. The parties expressly agree that the indemnification and insurance clauses in this contract are an integral part of the performance exchanged in this contract. The compensation stated in this contract includes compensation for the risks transferred to **Supplier** by the indemnification and insurance clauses.

**18.2** Professional Liability Insurance: **Supplier** shall maintain in full force and effect during the entire term of this Contract, professional liability "errors and omissions" insurance with limits of liability of not less than \$2,000,000 per claim or occurrence to cover all services rendered by **Supplier** pursuant to this Contract.

**18.3** Commercial General Liability (CGL): **Supplier** shall maintain in full force and effect, for the period covered by this Contract, Commercial General Liability insurance with limits of liability of not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the total amount of \$1,000,000; and including the following coverages:

1. Personal Injury and Bodily Injury, including death resulting therefrom.
2. Property Damage.
3. Automobile coverage which shall include owned, non-owned and hired vehicles.
4. The following endorsements must be provided in the CGL policy:
  - a. If the insurance policy covers an "accident" basis, it must be changed to "occurrence".
  - b. The policy must cover personal injury as well as bodily injury.
  - c. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
  - d. The **Columbus Airport Commission**, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the **Commission**, whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this contract shall be construed to require **Supplier's** insurance to indemnify **Commission** in contravention of Insurance Code 11580.04.

**18.4** Worker's Compensation Insurance: In accordance with the provisions of Labor Code Section 3700, if **Supplier** has any employees, **Supplier** is required to be insured against liability for Worker's Compensation or to undertake self-insurance. **Supplier** agrees to comply with such provisions before commencing the performance of the Work of this Contract

XI. **ARTICLE 19 - TERMINATION OF CONTRACT**

As provided herein the **Commission** shall have the right to terminate this Contract by giving thirty (30) days written notice thereof to the **Supplier**. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. The

Supplier shall be paid for all work authorized under this contract and satisfactorily completed prior to the effective date of such termination as determined by the Commission.

A.  
XII. ARTICLE 20 – THIRD PARTY BENEFICIARIES

There are no intended or incidental third party beneficiaries of the Agreement, and no one except the Parties to this Agreement may seek to enforce its terms.

1.  
XIII. ARTICLE 21 - COMMUNICATIONS

Communications between the parties to this Contract shall be sent to the following addresses subject to change from time to time:

**Commission:** Columbus Airport Commission  
3250 Britt David Road  
Columbus, GA 31909-5399  
Attention: Richard Howell  
(706) 324-2449 x1410, (706) 324-1016 FAX  
Rhowell@flycolumbusga.com

**Supplier:**

////////////////////////////////////  
Nothing follows except Signatures

ACCEPTED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**SUPPLIER**

BY: \_\_\_\_\_  
TITLE

ATTEST:  
\_\_\_\_\_

**COLUMBUS AIRPORT COMMISSION**

BY: \_\_\_\_\_  
COMMISSION CHAIR

Approved by Commission Action on:  
\_\_\_\_\_, 20\_\_

RECOMMENDED:  
\_\_\_\_\_  
AIRPORT DIRECTOR

APPROVED AS TO FORM AND LEGAL EFFECT

\_\_\_\_\_  
DON MORGAN  
COMMISSION COUNSEL

DATE: \_\_\_\_\_

EXHIBIT A

SCOPE OF SERVICES

TBD

END OF EXHIBIT "A"