# **Aviation Fuel Supplier - Request for Proposals**

#### THE NEED FOR AVIATION FUEL SUPPLIER

The Town took over the FBO services on May 18, 2020 and the Airport will be operated as a proprietary exclusive fuel reseller under FAA regulations. 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 Town needs to contract with an aviation fuel supplier ("Fuel Supplier"). The Town intends to select the Fuel Supplier based upon competitive proposals submitted pursuant to this Request for Proposal (RFP). After evaluation of all proposals the Town intends to enter into a Fuel Supply Agreement by which the selected Proposer will serve as the Town's Fuel Supplier for the term of the agreement.

### **AVIATION FUEL SPECIFICATIONS**

By submitting a proposal, the Proposer will ensure that the aviation fuel delivered meets or exceeds the following minimum specifications:

- A. Jet Fuel: Aviation Kerosene type Jet-A fuel received shall conform to ASTM D-1655 specifications (latest revision).
- B. Aviation Gasoline: 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.

Proposer will provide a certificate of analysis on all aviation fuel shipments. Proposer will also provide traceability on all shipments back to refinery.

### 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 Town with its requirements for aviation fuels for at least five years.
- C. Proposer must have the ability to provide fuel trucks of a type and in the number required to deliver fuel to aircraft.

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- D. The Proposer shall be a licensed Petroleum Handler in the State of Tennessee and show proof of Pollution Liability Insurance. All deliveries will be made in the Proposer's fleet vehicles, placarded, and insured by the Proposer.
- E. Off-loading procedures must comply with the Vapor Recovery System when applicable.
- F. Proposer must be a full-service general aviation marketer who provides marketing support, including a nationally recognized brand identity.
- G. Proposer must agree to indemnify the Town 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.
- H. Proposer must have in place a quality control program that meets or exceeds regulatory and industry standards.
- I. Proposer must have in place a customer service program that includes:
  - 1. a representative that can answer fueling and quality control questions and provide support in a timely manner;
  - 2. experience with FAA regulations required to support the Airports requirements;
  - 3. a credit card program that utilizes 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 at least the following cards: Proposer's credit card, Master Card, Visa, American Express, AvCard, Multi-Service Card, Discover, and Limited Government cards;
  - 4. options to participate in advertising programs for promotion of the Airport and fuel sales;
  - 5. national advertising that supports its product and the general aviation industry;
  - 6. provision and installation of brand identification as approved by the Airport; and,

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- 7. an account manager whose total interest and function is aviation related.
- J. Also, the successful Proposer shall be required to outlay all startup costs related to the commencement of service to the Airport.

#### COMMUNICATIONS AND CLARIFICATION

All questions should be directed to Steven Neesen, Airport Manager via e-mail at sneesen@greenevilletn.gov.

#### ACCEPTANCE/REJECTION OF PROPOSALS

It is understood that all proposals and other information submitted by Proposers pursuant to this RFP will become part of the public file concerning this matter and be subject to the public disclosure laws of the State of Tennessee. The Town reserves the right to reject any Proposer that, in the Town's opinion, does not have adequate qualifications. The Town reserves the right, at any time, to reject any or all proposals and to advertise for new proposals. The Town also reserves the right to waive minor irregularities and formalities in proposals.

#### **CONTRACTING**

Any contract or agreement developed for this work shall be construed and enforced in accordance with the laws of the State of Tennessee. The term of the contract shall be for (3) years. Upon written mutual agreement between the Town and the successful proposer(s), the contract may be extended for up to two (2), one (1) year renewals under the same terms and conditions.

### CLEANUP AND CONTAINMENT OF FUEL SPILLS

The Proposer shall include a copy of their Emergency Action Plan / Emergency Cleanup Policy with their proposal outlining what course of action will be taken in the event of a fuel spill. The Cleanup Plan must contain 24 hour a day contact persons and phone numbers. In the event of a spill, a response team shall be on site to begin containment and cleanup within two hours. No exceptions shall be made for time of day, holidays, weekends, drive time, etc.

#### RESPONSIBILITY

These requirements create a means of accountability and security and limit the Town's liability until the fuel is delivered into the above ground bulk tanks. The Town of Greeneville will accept no responsibility for any delivery until the fuel is securely in our bulk tanks and it is understood that the fuel will remain the property of the vendor until said act has been completed.