



## Notice of Request for Proposals (RFP)

SOLICITATION NUMBER: 2019-005-RFP

SERVICE: Aviation Fuel Supplier

PROPOSAL DUE DATE & TIME: Thursday, November 8, 2018, by 12:00pm (Arizona time)

MAILING/DELIVERY ADDRESS: Phoenix-Mesa Gateway Airport Authority  
Attn: Marian Whilden, Procurement Coordinator  
5835 S. Sossaman Road  
Mesa, AZ 85212

The Phoenix-Mesa Gateway Airport Authority (PMGAA) requests proposals from qualified suppliers to provide aviation fuel for the Phoenix-Mesa Gateway Airport (Gateway Airport) in Mesa, Arizona. This solicitation may be downloaded from our website at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business | Procurements & Notices section. All submissions and Offeror conduct must comply with applicable PMGAA policies, rules and procedures. PMGAA may cancel this solicitation at any time for any legally permissible reason.

The PMGAA will accept proposals for the specified service until the time and date cited above. Proposals must be submitted in a sealed envelope with the solicitation number and the Offeror's name and address clearly indicated on the envelope. Submittals received on or before the correct time and date will be time stamped by a staff member and publicly recorded. Late submittals will not be considered. Additional instructions for preparing your proposal are provided in the solicitation package. Requests for additional information or clarification of requirements must be in writing and submitted to:

Contact: Marian Whilden, Procurement Coordinator  
Telephone: (480) 988-7646  
Email: [mwhilden@gatewayairport.com](mailto:mwhilden@gatewayairport.com)

Deadline for submitting questions to PMGAA is October 30, 2018. Responses to questions received will be issued in an addendum to the Request for Proposals and posted at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business | Procurements & Notices section of the website. Offerors are responsible for checking the PMGAA website at [www.gatewayairport.com](http://www.gatewayairport.com), under the Business | Procurements & Notices section for any addendums that may be created for this solicitation and including issued addenda in its submitted proposal.

Direct contact with Airport Authority Board of Directors and/or Airport Authority representatives or staff other than as specified in this solicitation, on any subject related to this solicitation is expressly prohibited except with the prior knowledge and written permission of the procurement coordinator listed above. Unauthorized contact of any Airport Authority Board of Directors, and/or Airport Authority staff or representatives may be cause for rejection of proposals.

Issue Date: October 18, 2018

## Request for Proposals

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## Notice of Intent

### Solicitation Number 2019-005-RFP, Aviation Fuel Supplier

Please fax or email this page upon receipt of solicitation package

Fax: (480) 988-2315

Email: [mwhilden@gatewayairport.com](mailto:mwhilden@gatewayairport.com)

This notice is to be completed by any Offeror who intends to submit a response to the Phoenix-Mesa Gateway Airport Authority (PMGAA) for the above titled solicitation. The submittal of this form in no way obligates an Offeror to provide any services or materials to the PMGAA.

#### Offeror Responsibilities:

- Offerors are responsible for checking the PMGAA website at [gatewayairport.com](http://gatewayairport.com), under the Business | Procurements & Notices section for any addendums that may be created for this solicitation.
- Offerors shall submit responses in accordance with requirements stated in the solicitation.
- Offerors may not submit responses to a solicitation via email or fax.

For any clarifications, please contact Marian Whilden, Procurement Coordinator, at (480) 988-7646 or e-mail: [mwhilden@gatewayairport.com](mailto:mwhilden@gatewayairport.com).

.....  
Date: \_\_\_\_\_

Name: \_\_\_\_\_ Company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**Yes, I intend to respond to this solicitation**

If you are unable to respond on this item, kindly indicate your reason for “No Response” below and fax back.

**No, I do not intend to respond to this solicitation for the following reason(s):**

\_\_\_\_\_  
\_\_\_\_\_

**How did you hear about this solicitation?** (Please circle or write in)

Arizona Business Gazette

East Valley Tribune

PMGAA Web Site

Direct email

Industry Association: \_\_\_\_\_

Other: \_\_\_\_\_

## Introduction

### **Purpose:**

The purpose of this Request for Proposals is to solicit offers from qualified aviation fuel suppliers to supply bulk and branded Jet-A and 100LL aviation fuels for storage and resale, and to provide other fuel related business support services to the Phoenix-Mesa Gateway Airport Authority.

The anticipated commencement date of both the Fuel Supplier Contract and Fuel Facility User Contract is April 1, 2019 and will continue for a period of four (4) years with one (1) optional four (4) year extension, unless terminated or canceled as otherwise provided within the terms of the Contract. The Successful Offeror shall agree that pricing stated in the original contract term shall remain applicable in the extension term, unless otherwise mutually agreed upon.

### **Background:**

The Phoenix-Mesa Gateway Airport is owned and operated by the Phoenix-Mesa Gateway Airport Authority. The PMGAA Board of Directors is represented by the Cities of Apache Junction, Mesa and Phoenix, Towns of Gilbert and Queen Creek, and the Gila River Indian Community. The Board of Directors provides policy direction for the Airport Authority. An Executive Director and professional staff conduct the day-to-day activities of the Airport Authority.

The Airport Authority oversees the operation and development of the Phoenix-Mesa Gateway Airport, a small hub commercial service airport located in the east valley of the Phoenix metropolitan area.

Gateway Aviation Services, owned and operated by the Phoenix-Mesa Gateway Airport Authority since 1996, is the Airport's sole fixed-base operator (FBO). Gateway Aviation Services provides ground handling services and sells 100LL Avgas and Jet-A fuel to based and transient aircraft and customers. The current fuel supplier is Epic Fuels.

Gateway Aviation Services is staffed by 34 personnel including 4 customer service representatives and 21 line service specialists.

## Section One - Offeror Information and Instructions

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### A. GENERAL INFORMATION ON SOLICITATION PROCESS

1. **Availability of Solicitation.** The solicitation package is available via the Internet at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business | Procurements & Notices section.
2. **Addendums.** If the PMGAA deems it necessary to amend the solicitation, an Addendum will be prepared in writing and posted on the PMGAA website. Offerors are responsible for obtaining all addendums via the PMGAA website at [www.gatewayairport.com](http://www.gatewayairport.com) under the Business | Procurements & Notices section or by other means. Any Addendums issued by the PMGAA are to be included in the response and will become a part of the contract. Offeror shall acknowledge receipt of each addendum by signing and returning the document, as part of the Offeror's submittal under this RFP, and by the specified due date and time of the RFP.
3. **Familiarization with Requirements.** It is the Offeror's responsibility to examine the entire solicitation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after due date and time. All submissions must comply with applicable PMGAA rules, regulations and policies.
4. **Cost of Submittal Preparation.** PMGAA shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Bids, proposals and/or statements of qualifications submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
5. **Inquiries.**
  - a. **Contact Person.** Any inquiry related to a solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be directed to the staff member listed on the cover page of the solicitation. The Offeror shall not contact or direct inquiries concerning this solicitation to any other PMGAA employee unless the solicitation specifically identifies additional person(s) as a contact.
  - b. **Submission of Inquiries.** All inquiries shall be submitted in writing and/or electronic mail and shall refer to the appropriate solicitation number, page and paragraph. PMGAA shall consider the relevancy of the inquiry but is not required to respond in writing.
  - c. **Verbal Responses.** Oral interpretations or clarifications will be without legal effect. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. **Modification or Withdrawal of Proposal.** A modification of a proposal already received will be accepted by PMGAA only if the modification is received prior to the proposal due date, as defined in the RFP, or is specifically requested by PMGAA, or is made with a requested Best and Final Offer (BAFO). All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposal.
7. **Public Record.** All submittals in response to this solicitation shall become the property of PMGAA, shall not be returned to Offeror and shall become a matter of public record available for review subsequent to the contract award. Please review PMGAA's complete Public Access to Procurement Information contained in PMGAA's Procurement Policy that is available under the Policies, Documents and Forms link at: <http://www.gatewayairport.com/policiesdocumentsandforms>.

8. **Solicitation Results.** Results are not provided in response to telephone inquiries. A tabulation of responses received will remain on file at PMGAA, and a Notice of Intent to Award shall be posted to the web site.
9. **Debarment/Suspended.** By submitting a proposal, Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.
10. **Protest of Solicitation or Specifications (Before Bid Opening).**
  - a. Any interested person aggrieved in connection with the solicitation of a contract shall protest irregularities in the IFB, RFP, or RFQ within three (3) business days from the date the protester knew or should have known of the basis for the protest and, in any case, at least five (5) business days before opening bids or proposals.
  - b. All protests must be made in writing to the Purchasing Director / Chief Financial Officer. Each protest must state the specific factual and legal grounds on which the protest is based. The protester must also include with the protest all pertinent documents and all supporting evidence. PMGAA need not accept any protest that fails to comply with the requirements of this section. The protester's failure to timely protest specifications or other solicitation terms and conditions constitutes a waiver of the protest.
  - c. If a timely protest before bid opening is made, PMGAA may proceed with the solicitation or with the award of the contract unless the Purchasing Director / Chief Financial Officer determines in writing that the protest should be sustained or that an addendum addressing the protest should be issued.
11. **Protest of Award Recommendation.**
  - a. A protest made after the deadline for bids or proposals, including challenges to the evaluation committee, must be submitted in writing to the Purchasing Director / Chief Financial Officer.
  - b. A protest must be received by the Purchasing Director / Chief Financial Officer within five (5) business days following public posting of PMGAA's award recommendation. The formal protest must contain the following information.
    - i. PMGAA's solicitation identification number and title.
    - ii. Name and address of the protester, the title or position of the person submitting the protest, and a statement that the protest has been authorized by the protester and the protest is made in good faith.
    - iii. A statement of all facts alleged and all rules, regulations, statutes, or constitutional provisions that entitles the protester to relief.
    - iv. All other information, documents, materials, legal authority, and evidence in support of the protest.
    - v. A statement indicating the precise relief sought by the protester.
  - c. The Purchasing Director / Chief Financial Officer will make a written decision on the protest within ten (10) business days after it is received.
  - d. The Protester may appeal the Purchasing Director / Chief Financial Officer's decision to the Executive Director. Any appeal must be filed with the Executive Director within three (3) business days after the protester receives the Purchasing Director / Chief Financial Officer's decision.
  - e. The Executive Director may hear the appeal or appoint an independent hearing officer to do so. If a hearing officer is appointed, the hearing officer shall conduct an informal hearing on

the appeal within ten (10) business days from receipt of the appeal. The hearing officer shall promptly prepare an informal decision and recommendation on the appeal for the Executive Director's consideration. The hearing officer shall promptly serve the recommendation on the protester.

- f. Upon receipt of the hearing officer's recommendation, or if no hearing officer is appointed, the Executive Director shall decide any protest for a solicitation valued at less than \$50,000. For solicitations valued less than \$50,000 or sustained protests, the Executive Director's decision is final. For solicitations valued over \$50,000 and the Executive Director is recommending denial of the protest, the Executive Director shall make a recommendation to the Board, and the Board shall make the final decision regarding award of the contract.
  - g. Notice of the Board's final decision must be furnished to the protesting party, in writing, by the Purchasing Director / Chief Financial Officer.
12. **Legal Remedies.** All claims and controversies shall be subject to the current PMGAA Procurement Policy.
13. **Special Provisions.** Wherever special provisions are written into the Special Provisions and Specifications (Section Two), which are in conflict with conditions stated in these Information and Instructions to Offerors, the provisions stated in the Special Provisions and Specifications, shall take precedence.
14. **Certification.** By submitting a bid, proposal or statement of qualifications, Offeror certifies:
- a. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
  - b. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this solicitation.
15. **Title VI Solicitation Notice.** PMGAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Offerors/Bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
16. **Federal Fair Labor Standards Act.** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- The Offeror has full responsibility to monitor compliance to the referenced statute or regulation. The Offeror must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division
17. **Occupational Safety and Health Act of 1970.** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Offeror must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Offeror retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Offeror must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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## **B. PROPOSAL PREPARATION AND SUBMITTAL**

### **1. Proposal Preparation.**

- a. Forms. All proposals shall include the required forms provided in this solicitation. It is permissible to copy these forms if required.
- b. No Facsimile or Electronic Mail Responses. Proposals may not be submitted via facsimile or electronically and if submitted as such will not be considered.
- c. Confidential Information. Requests for nondisclosure of data such as trade secrets and other proprietary data must be made known to the Procurement Coordinator in writing. PMGAA shall review all requests for confidentiality and provide a written determination.

### **2. Proposal Submittal.**

- a. Submission Package. One (1) original and the specified number of copies of the submittal (see Section Two) should be contained in each submission package. Each submittal package/envelope should be firmly sealed and clearly marked on the outside with the solicitation number, "Request for Proposal" and the name and address of the Offeror.
- b. Late Submittals. Late submittals will be rejected and returned to the Offeror.
- c. No Modifications. Modifications are not permitted after proposals have been opened except as otherwise provided under applicable law.
- d. Withdrawal of Proposal. RFP submittals may be withdrawn at any time prior to the specified due date and time. An Offeror (or authorized representative) may withdraw the response by notifying the designated contact for this solicitation in writing on company letterhead. Facsimiles or other electronic format shall not be considered.

### **3. RFP Evaluation.**

- a. Conformance to RFP. Each proposal received will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP and to ensure that the submittal is fully responsive to the specifications listed.
- b. Disqualification. An Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity will have its response rejected.
- c. Clarifications. PMGAA reserves the right to obtain Offeror clarifications where necessary to arrive at full and complete understanding of Offeror's response. Clarification means a communication with an Offeror for the sole purpose of eliminating ambiguities in the proposal and does not give Offeror an opportunity to revise or modify its submittal.
- d. Response Rejection. Submission of additional terms, conditions and/or agreements with the proposal response may result in rejection.

### **4. Award of Contract.**

- a. Rights of PMGAA. The PMGAA reserves the right to award to whichever Offeror(s) is deemed most advantageous to the PMGAA. The PMGAA may reject any or all submittals, waive any minor informality in submittals received, reject any alternate submittals and reserves the right to reject the submittal(s) of any Offeror who has previously failed to perform competently in any contract with the PMGAA.

- b. Selection. The contract shall be awarded using the criteria outlined in Section Two.
- c. Notification. Prior to contract award, the Selected Successful Offeror will be notified of their apparent selection for contract award, and (a) contract(s) will be drawn which will include by reference this solicitation and any other contractual language as may be required by the PMGAA or by law.
- d. Fuel Facility User Contract. The Selected Successful Offeror will be required to execute the Fuel Facility User Contract which will include by reference this solicitation. If the Contract is not executed within 30 days from Notice of Intent to Award, PMGAA reserves the right to cancel and award to the next highest ranked Offeror.
- e. Standard Terms and Conditions. Offeror acknowledges that, by virtue of submitting a response to this RFP, Offeror agrees all Standard Terms and Conditions, as stated in Section III of this RFP, will be included in the executed Fuel Supplier Contract between Offeror and PMGAA as a result of this solicitation. If the Contract is not executed within 30 days from Notice of Intent to Award, PMGAA reserves the right to cancel and award to the next highest ranked Offeror.

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## Section Two – Special Provisions and Specifications

### A. CURRENT OPERATIONAL INFORMATION

Aviation fuel is stored in several above-ground storage tanks. Jet-A fuel is stored in two (2) 50,000-gallon Jet-A tanks and six (6) 25,000 Jet-A tanks for a total storage capacity of 250,000 gallons. 100LL Avgas is stored in a single 12,000-gallon tank.

The Airport Authority operates a total of eight (8) mobile refuelers for aviation fuel delivery: The Airport owns the following refuelers:

- Two (2) 10,000-gallon Jet-A refuelers (1 SkyMark and 1 Dart)
- One (1) SkyMark 7,000-gallon Jet-A refueler

In addition to the aviation refuelers, the Airport owns and operates a split tank 500 unleaded/1,000 gallons diesel refueler for fueling Airport operating equipment and Airport customer GSE.

The Airport leases the following refuelers from the current fuel supplier:

- One (1) SkyMark 10,000-gallon Jet-A refueler
- One (1) SkyMark 7,000-gallon Jet-A refueler
- One (1) SkyMark 5,000-gallon Jet-A refueler
- One (1) SkyMark 2,200-gallon Avgas refueler
- One (1) SkyMark 1,500-gallon Avgas refueler

The most recent five-year historical usage for aviation fuels in gallons at Phoenix-Mesa Gateway Airport is as follows:

Fuel Category	FY14	FY15	FY16	FY17	FY18	Totals
Retail Avgas	414,178	394,976	441,545	510,097	566,893	<b>2,327,690</b>
Retail Jet A	296,435	413,440	409,888	568,758	569,433	<b>2,257,954</b>
Supplier Contract	2,820,213	2,553,082	2,185,281	2,675,714	2,918,128	<b>13,152,418</b>
Govt Contract	1,500,179	1,111,202	1,658,512	1,202,945	1,448,716	<b>6,921,554</b>
<b>TOTALS</b>	<b>5,031,005</b>	<b>4,472,701</b>	<b>4,695,226</b>	<b>4,957,514</b>	<b>5,503,170</b>	<b>24,659,616</b>

In addition, although not considered part of the RFP, the Jet-A fuel used by one of the commercial airlines is shown below as information:

Fiscal Year	FY14	FY15	FY16	FY17	FY18	Totals
Commercial	10,150,513	10,493,149	10,976,847	11,084,047	11,013,631	53,718,187

Hours of Operation: For the purposes of this RFP, the airport FBO is open 24 hours a day, 7 days a week, 365 days a year. Fuel shipments generally should be delivered between 6:00 a.m. and 3 p.m. any day of the week, unless 24-hour prior permission is given.

PMGAA provides all maintenance and quality control inspections for the mobile refueling equipment and fuel storage tanks. Gateway Aviation Services personnel receive fuel shipments and complete all documentation related to acceptance of the products and maintains the records necessary to track the movements of fuel from the fuel storage facility to the end user. PMGAA allows limited co-mingling of Jet-A fuel within the fuel facility for commercial air carriers that guarantee a specified quantity and execute an operating agreement with PMGAA. Use of PMGAA's fuel facility is restricted and based upon meeting quality control requirements and the execution of a Fuel Facility User Contract.

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## **B. SCOPE OF PROJECT**

### **Fuel**

Jet A and 100LL (Avgas) supply and delivery to PMGAA at the specifications detailed in the Minimum Qualifications

### **Refuelers**

Refuelers of the type, size and specifications detailed in the Minimum Qualifications

### **Government Contract**

Offeror shall hold the Government/Defense Logistics Agency (DLA) Contract, and PMGAA shall provide Into-Plane Services (ITP) at a to-be-determined, per gallon rate.

### **Merchant Services and Technical Support**

Credit card services as detailed in the Minimum Qualifications

### **Quality Control and Safety**

Description of Fuel Quality Control Program(s) as detailed in the Minimum Qualifications

### **Marketing and Business Development**

Description of Offeror's Marketing programs, and the provision of Marketing/Business Development Funds to PMGAA as detailed in the Minimum Qualifications

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## C. MINIMUM QUALIFICATIONS

PMGAA will accept and evaluate proposals from Offerors who meet the following minimum requirements:

### **Fuel:**

Offeror shall provide PMGAA with the types of fuels detailed in this RFP on an as needed basis. Fuel types required are:

1. Jet-A
2. 100LL Avgas

### **1. Product Specifications and Standards**

- a. Jet-A fuel shall conform to ASTM D-1655 specifications, latest revisions, and shall not be pre-mixed with Fuel System Icing Inhibitor (FSII).
- b. 100LL Avgas 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 at the direction of PMGAA.

### **2. Delivery/ Supply**

- a. Provide ordering capability 24 hours a day, 7 days a week.
- b. Provide aviation fuel delivery 24 hours a day, 7 days a week or the first available date and time based on availability at the rack or terminal.
- c. Provide delivery within 24 hours of order being placed or the first available date and time based on availability at the rack or terminal.
- d. Use dedicated tankers for shipping fuel to PMGAA and shall provide written evidence from its shipping company that their company uses dedicated tankers for transporting fuel to PMGAA and identify those tankers by number or license plate.

### **3. Aviation Fuel Pricing**

PMGAA desires to obtain Jet-A fuel and 100LL fuel at the most competitive price possible.

- a. Fuel Prices will be quoted on a per gallon basis, carried out to 5 (five) decimal places.
- b. Alternate supply point for Jet-A or 100LL fuel must be the same price or lower than the primary supply point price including freight.
- c. Offeror will ensure any cost savings created by using an alternate supply point are passed on to PMGAA.
- d. Transportation and operational cost increases/decreases from the primary supply points will be passed through with documentation during the term of the contract.
- e. Offeror's proposal shall use the following pricing method.
  - i. Jet-A fuel pricing will be tied (indexed) to the prior week's (Monday through Friday) Platts LA Mean index price.
  - ii. 100LL Avgas fuel pricing will be Offeror's rack price.
  - iii. PMGAA has established a comparison price date for Jet-A as the week of October 3, 2018 for Offeror to provide competitive fuel prices.
- f. Using Attachment D, pricing for Jet-A fuel shall be based on the Platts LA Mean index (Index Price) to establish a per gallon Base Fuel Cost, plus all applicable local, state and federal taxes plus freight charges from the local rack to PMGAA plus a Differential. The Offeror shall include in it's Differential, all costs and expenses Offeror deems appropriate, to meet the requirements of this RFP and providing the services and support included in Offeror's proposal.
- g. Using the form provided as Attachment D, pricing for 100LL AVGAS shall be based on Rack Price on a per gallon Base Fuel Cost, plus all applicable local, state and federal taxes, plus freight charges from the local rack to PMGAA. The Offeror shall include in it's Rack Price, all costs and expenses

Offeror deems appropriate, to meet the requirements of this RFP and providing the services and support included in Offeror's proposal.

- h. Indicate the primary location of supply and describe your contingency plan in case of interrupted fuel delivery from the primary delivery point.

**Refuelers:**

Offeror shall provide PMGAA with the following fleet of refuelers for use on Airport property. All refuelers shall be leased to PMGAA at no charge under the executed Fuel Supplier Contract. Additionally, Offeror shall pay any and all property taxes, shipping and entry into service fees (such as meter proving fees, etc.), for each refueler. PMGAA's sole responsibility for each refueler shall be insurance coverage and maintenance. If excessive maintenance repairs are incurred by PMGAA with any refueler provided by Offeror, Offeror will be required to, at PMGAA's sole discretion, replace such refueler with similar make, model, and size subject to approval by PMGAA. For the purposes of this RFP and subsequent Contract, excessive maintenance is defined as:

Total costs (parts and labor) in excess of \$10,000.00 in any consecutive twelve (12) month period per each refueler.

Offeror shall complete Attachment E detailing the specific make/model of refuelers to be provided.

PMGAA requires the following quantities and sizes of refuelers:

- Two (2) 10,000-gallon Jet-A refueler
  - One (1) 7,000-gallon Jet-A refueler
  - One (1) 5,000-gallon Jet-A refueler
  - One (1) 1,500-gallon Avgas refueler
- a. Each refueler shall be less than five (5) years old, and the average fleet age of those requested below shall not exceed three (3) years, at time of Contract commencement, or any extension term thereto.
- b. All refuelers shall be delivered equipped with LED Digital Fuel Displays, Wireless/RF fuel meters compatible with industry standard Point-Of-Sale (POS) Systems such as Total FBO, Filters of Coalescer Type, and Fuel System Icing Inhibitor (FSII) injection, or similar.
- c. Provide delivery time to receive new leased refuelers once a Contract is executed.
- d. Describe flexibility to change refueler size during the term of the Contract if PMGAA requests alternate refuelers.
- e. Describe procedures to provide additional refueler(s) as required to meet ad hoc needs such as special events at the Airport or to temporarily replace refueler(s) out of service for mechanical repair.
- f. Describe Offeror's policy on allowing qualified outside contractors to perform necessary maintenance, inspections, etc. on leased refuelers.
- g. Provide proposed lease contract form for each refueler, including all terms and conditions of use, insurance requirements and maintenance.

**Government Contract:**

Offeror shall hold the Government/Defense Logistics Agency (DLA) Contract, and PMGAA shall provide Into-Plane Services (ITP) at a to-be-determined, per gallon rate.

- a. Offeror shall have at least five (5) years providing Government/Defense Logistics Agency (DLA) fuel supply and provide no less than five (5) references of current airports or FBOs in which it supplies Government/Defense Logistics Agency (DLA) fuel.
- b. Offeror agrees to work in good faith with PMGAA regarding Government/Defense Logistics Agency (DLA) Contract bid and provide pricing transparency- to include Offeror's per gallon rate- to PMGAA.

### **Merchant Services and Technical Support:**

Offeror shall provide credit card services for the following: Supplier's Company credit card for the brand of fuel provided by successful Offeror; Master Card, Visa, Discover, AVCARD, Multi Service Aviation card, and American Express.

- a. Describe technical support and quality control resources and programs that will be available to PMGAA.
- b. Credit Card Processing: Offeror's credit card approval system must be capable of accepting the cards listed under the Minimum Qualifications.
- c. Indicate the credit card processing fees PMGAA will pay by each card type by completing Attachment H).
- d. Indicate the rates for swiped versus manually keyed entries for each card type.
- e. Indicate a "not to exceed" percentage for the term of the Contract.
- f. Offeror shall provide any contract required for credit card processing as part of its proposal.
- g. Indicate Offeror's preferred Point-Of-Sale system and any other payment support systems anticipated to meet the above requirements

### **Quality Control and Safety:**

Provide a description of Offeror's Fuel Quality Control Program, including:

- a. Frequency of inspections/audits and items to be inspected, regardless of ownership.
- b. Description of Offeror's Quality Control Training Program.
- c. Fuel Facility inspections/audits, which result in written documentation of findings and recommendations
- d. Leased and owned refueler inspection/audits, which result in written documentation of findings and recommendations.
- e. Qualifications of inspectors employed by Offeror or contract labor.
- f. Any costs to PMGAA associated with Offeror's quality control program.
- g. Address the traceability of fuel product shipments from refinery to PMGAA fuel facility.
- h. Discuss Offeror's handling and disposition of "off spec" products.
- i. Address transportation of product via Offeror's approved fuel carriers.
- j. Provide a sample "Pre-Delivery Testing" document.

### **Marketing & Business Development:**

On its own, or in affiliation with a company capable of providing full service marketing as described herein, Offeror shall provide a description of FBO marketing support services related to the sale of aviation fuels, including but not limited to those areas listed below. At a minimum, Offeror shall provide for the following in its proposal:

- a. No less than \$100,000 of unrestricted Marketing/Business Development Funds (Funds) per year, for the term of the Contract, and any extension term thereto. PMGAA shall use Funds as it deems fit in its sole discretion however, PMGAA warrants such Funds shall only be used in the furtherance of the business development initiatives of the Airport, FBO or both, and shall provide to Offeror a description of the use of such Funds for its accounting purposes, annually. In the event Funds Provided each year are not exhausted, PMGAA will hold such Funds without obligation to return unused Funds to the Offeror, and such holding of Funds shall not affect the obligation of the Offeror to provide each successive year's Funds. The annual Funds shall be provided to PMGAA at the commencement of the Contract in the form of check, wire or other electronic payment method, and shall be provided each year within five (5) business days of the anniversary of the Contract, and any extension term thereto.
- b. Describe the benefits of its brand and national fuel contracts and describe how such programs will result in increased sales or business activity at Phoenix-Mesa Gateway Airport. Describe the methods used to measure the success of such programs.



- c. Advertising Program: Identify and describe Offeror's national advertising program
- d. Co-operative (Co-op) Advertising Program: Describe Offeror's proposed co-operative advertising program. Provide details of how credit is applied and maintained to include:
  - i. Description of Co-op Fund Calculation
  - ii. Description of restrictions associated with the use of Co-op Funds
- e. Provide a complete signage plan proposal (airside, landside and interior of the FBO terminal.) Note that all signage must be approved by PMGAA. All approved signage shall be installed at the beginning of the contract period at no additional cost to PMGAA.
- f. Offeror shall provide up to two (2) exhibitor booth registrations per year at no charge, for either NBAA or NATA organized events. Such events include, but are not limited to, the NBAA Business Aviation Conference and Exposition (BACE), Schedulers & Dispatchers (S&D), Regional Forums, or the NATA Aviation Business Conference (ABC) or Aviation Leadership Conference (ALC).

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## D. OTHER INFORMATION RELEVANT TO THIS SOLICITATION

PMGAA reserves the right to purchase fuel on the open market should successful Offeror fail to deliver fuel within twenty-four (24) hours of time of order on a consistent basis. Successful Offeror shall reimburse PMGAA for any difference in cost between fuels purchased on the open market compared to Offeror's Proposal price. Further, successful Offeror shall reimburse all costs associated with fuel delivery to PMGAA under these circumstances.

Title and risk of loss of fuel shall pass to PMGAA at the time that the fuel passes the connection between Offeror and the receiving meter located at PMGAA facilities. Successful Offeror shall deliver fuel as specified within this Proposal and shall be granted ingress to and egress from the airport or other property to the location of storage tanks for effecting deliveries.

PMGAA may perform any quality control tests it desires and reserves the right to reject any delivery it deems unsuitable.

Safety: Offeror shall take every precaution at all times for the protection of persons and property, including PMGAA employees and property, and its own. Offeror shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the scope of work. Offeror shall maintain an adequate safety program to insure the safety of Offeror's employees, subcontractor employees, and all other individuals working under this scope of work. In addition, upon execution of a Contract, Offeror must provide PMGAA with a written safety program for PMGAA's approval that Offeror will follow in connection to the scope of work.

PMGAA maintains the right to reject any operator/refueler violating rules of safety.

Subcontracts: No portion of the work shall be subcontracted without prior written consent of PMGAA. If a portion of the work is approved for subcontracting, the contractor shall remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all requirements of this RFP, Fuel Supplier Contract, and Fuel Facility User Contract.

Estimated Quantities: The quantities of items specified in this RFP are estimates only and are not guarantees that PMGAA will purchase the specified quantities. If PMGAA's actual requirements do not result in orders in the quantities described as estimated, that fact shall not constitute the basis for an equitable price adjustment.

Offeror Restrictions: Offeror may not impose retail/wholesale credit card related discount/rebate programs that require PMGAA's participation or funding. Further, Offeror may not impose retail/wholesale purchase programs requiring PMGAA's participation or funding relating to customer volume discounts.

No Offeror shall submit more than one proposal in response to this RFP. Collusion among Offerors, the submission of more than one proposal under different names by any entity or individual, or an ownership interest in more than one Offeror by any entity or individual shall be cause for rejection of all such proposals without consideration.

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## E. SUBMITTAL REQUIREMENTS

Offerors interested in responding to this solicitation should submit a proposal which includes a one-page cover letter, plus a maximum length of twenty (20) pages to address the RFP criteria as specified and, in the order, listed in Section II C Minimum Requirements and II E, Submittal Requirements.

In responding to this RFP, Offerors shall organize their submission in such a way as to follow the general evaluation criteria listed below. Information included within the proposal may be used to evaluate your company as part of any criteria regardless of where that information is found within the proposal. Information obtained from the proposal and from any other relevant source may be used in the evaluation and selection process.

1. **Cover Letter** (maximum of one page)
  - a. Identify the full company, name, mailing address, telephone number, and email address for the person (preferably the designated or proposed project manager) who will serve as the company's primary contact person for their proposal, and provide company organization information
  - b. Provide a brief introduction of the company as it relates to the requested services
  
2. **General Company Information** (maximum of two pages)
  - a. Description of company/team
  - b. Legal company organization
  - c. Provide an organizational chart with names and titles of senior management, including the proposed Account Manager
  - d. List of business licenses, professional certifications or other credentials for the company's account executive(s)/ managers, together with evidence that the company, if a corporation, is in good standing and qualified to conduct business in Arizona
  - e. List of FBOs and Airports supplied by Offeror for the following States: California, Utah, Colorado Arizona, and New Mexico. Such listing shall minimally include the name of the FBO, Airport Name, Airport ICAO Code, City and State.
  - f. Provide any other relevant general information regarding the company
  
3. **Offeror's Capabilities**
  - a. Identify Offeror's proposed dedicated account manager / representative and a listing of contacts, by name and position, for quality control, logistics, training and marketing support.
  - b. Include a narrative of Offeror's performance record with three (3) clients (airports where you provide similar service). Attachment F, References, must be completed for those clients listed in this section.
  - c. Implementation and Start-up Plan: Offeror shall provide a detailed start-up plan that assures a smooth transition from the current fuel provider with no interruption of services to PMGAA. This plan shall include, but not be limited to, fuel delivery, refueler delivery schedule and installation of branded signage.
  - d. Offeror shall describe its experience and history in successfully negotiating the award of government fuel contracts.
  - e. Describe Offeror's knowledge and experience with applicable federal, state and local regulations, policies and procedures as it relates to the scope of work.
  - f. Provide a statement regarding your assurance that this engagement will not result in a conflict of interest
  - g. Disclosure of any known business or financial relationships between the company and members of the PMGAA Board – if none, state "none"
  - h. Provide completed draft copies of all proposed related contracts PMGAA would be required to sign upon selection of Offeror under this RFP, in addition to the proposed no fee

lease contract requested for the refuelers listed under Refueler Fleet Proposal, Attachment E.

- j. List and describe any legal matters, including:
  - i. Any claim filed against your company in the last ten years
  - ii. Any active lawsuits, legal filings or unresolved legal matters to which your company (or an upstream or downstream related entity such as a subsidiary or a parent company) is a named party at the time of submission of this RFP.
  - iii. Termination from a company in the last ten years
- k. Provide a statement of assurance that Offeror meets the minimum requirements as stated in Section IIC, “Minimum Qualifications” of this RFP.

#### 4. **Appendices**

- a. Attachment A, Authorization for Release of Performance Information and Waiver, form shall be completed, signed and included in the submittal.
- b. Attachment B, Offer Agreement, form shall be completed, signed and included in the submittal
- c. Attachment C, Insurance Requirements and Certificate of Insurability, form shall be completed, signed and included in the submittal. Within ten days of execution of a contract with PMGAA, the successful Offeror shall furnish proof of insurance meeting the requirements of and in the amounts listed in Attachment C, and Attachment I, the sample Fuel Facility User Contract.
- d. Attachment D, Aviation Fuel Price Proposal, form shall be completed, signed and included in the submittal.
- e. Attachment E, Refueler Fleet Proposal, form shall be completed, signed and submitted.
- f. Attachment F, References, form shall be completed and included in the submittal.
- g. Attachment G, Contract Review Statement, shall be completed, signed and submitted.
- h. Attachment H, Credit Card Processing Information, form shall be completed and submitted
- i. Resumes for proposed key team members, 2-page maximum for each resume.
- j. Any Addenda issued by PMGAA.
- k. Offeror’s proposed Lease Contract for Refueler equipment, Offeror’s sample Fuel Supplier Contract, and any other contracts required to be signed by PMGAA.

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**F. EVALUATION CRITERIA**

Points	Category
25	Aviation Fuel Price
25	Refueler Fleet Quality
10	Merchant Services & Technical Support
5	Quality Control and Safety
25	Marketing & Business Development
10	Experience / Capabilities in the Industry
100	Aggregate Value provided PMGAA*

\* Note: For the purposes of this RFP, “Aggregate Value” is defined as the sum total of all proposed considerations provided when factoring in the various categories above that in PMGAA’s sole opinion, best suits its needs for the proposed contract term and any extension term thereto. While the Differential as described in Section C.3.f “Aviation Fuel Pricing,” shall be factored into the Aggregate Value definition, price shall not be the sole determinant of value. As such, PMGAA reserves the right to select the Offeror providing the greatest Aggregate Value, which may or may not correspond to the lowest Differential.

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## G. SUBMITTAL INSTRUCTIONS

1. The proposal may not exceed twenty (20) single-sided pages (maximum 8½” x 11”) with a minimum of 11 pt. type. Submissions exceeding the page limit will be considered non-responsive and will be returned to the responder without further evaluation. Responders must submit one (1) original and four (4) copies of their proposal for a total of five (5) in addition to one (1) complete electronic copy of the proposal and all attachments on a flash drive or CD.
2. The following information is not included in the page limit:
  - a. Cover letter on company letterhead, maximum of 1 page
  - b. General Company Information, maximum of 2 pages
  - c. Resumes for each key team member, maximum of 2 pages each
  - d. Section E.3.j, Legal Matters
  - e. Attachment A, Authorization for Release of Performance Information and Waiver
  - f. Attachment B, Offer Agreement
  - g. Attachment C, Insurance Requirements and Certificate of Insurability
  - h. Attachment D, Aviation Fuel Price Proposal
  - i. Attachment E, Refueler Fleet Proposal
  - j. Attachment F, References
  - k. Attachment G, Contract Review Statement
  - l. Attachment H, Credit Card Processing Information
  - m. Refueler specification sheet(s) (maximum of 1 double sided page for each refueler proposed)
  - n. Pre-delivery Testing Document
  - o. Any Addenda issued by PMGAA
  - p. Any of Offeror’s required contracts
3. Do not include a table of contents or tab dividers. Submittals should be bound by plastic or metal three ring binder only. Pages having photos, charts, and/or graphs that provide additional evaluation information will be counted towards the maximum number of pages.
4. Failure to include all information requested shall cause such incomplete proposals to be rejected and not be evaluated or considered in the selection process.
5. Proposals must be submitted in a sealed envelope with the solicitation number and the Offeror’s name and address clearly indicated on the envelope. Proposals must be submitted to the contact person indicated on the Notice of Request for Proposal (RFP) on or before the due date. **LATE SUBMITTALS WILL NOT BE ACCEPTED.**

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## H. SELECTION PROCESS

1. PMGAA will appoint an evaluation panel to evaluate each Offeror's proposal. Using the criteria and weighting listed herein, and in order of preference, the selection committee will rank the Offerors.
2. PMGAA may contact and interview references provided by each Offeror.
3. The evaluation panel may then make a selection solely based on their collective evaluations of the Offerors' proposal and references.
4. The evaluation panel may conduct interviews regarding the project with the short listed, top-ranked Offerors.
5. PMGAA may, at its sole discretion, request all or the short listed, top-ranked Offerors to submit Best and Final Offers (BAFO).
  - a. The Airport Authority intends to enter into negotiations with the highest ranked Offeror to finalize a Fuel Supplier Contract and a Fuel Facility User Contract for the project. If a Contract cannot be successfully negotiated with the highest ranked Offeror, then negotiations may be terminated with that Offeror and PMGAA may enter negotiations with the next highest ranked Offeror until an agreement is reached or an impasse is declared.
6. Offerors are evaluated on any combination of the following elements: 1) Proposals submitted in response to this RFP; 2) reference verification; 3) interview performance (if conducted); and 4) any information from any source about the Offeror, whether included in the proposal or not.
7. PMGAA may cancel this solicitation at any time for any reason or no reason, so long as such is legally permissible.
8. The following tentative schedule has been established for this solicitation:

RFP Closing Date/Proposals Due	November 8, 2018
Notification to companies (for possible interviews and/or non-selection)	November 19, 2018
Interviews (optional)	Week of December 3, 2018
Notification to companies (of final selection)	December 6, 2018
Contract Award Recommendation to PMGAA Board of Directors	January 15, 2019

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## Section Three – Standard Terms and Conditions

This Section Three, Standard Terms and Conditions, is attached to that certain Fuel Supplier Contract (referred to in this Section as “Contract”) between \_\_\_\_\_ (referred to in this Section as “Offeror”) and Phoenix-Mesa Gateway Airport Authority (referred to in this Section as “PMGAA”).

1. **Certification.** Offeror certifies:
  - a. The award of this Contract did not involve collusion or other anti-competitive practices.
  - b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Section 31-1461, et. seq.
  - c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; and Offeror hereby certifies that the individual signing this Contract is an authorized agent for Offeror and has the authority to bind the Offeror to the Contract.
  
2. **Termination of Contract.**
  - a. PMGAA reserves the right to cancel this Contract in whole or in part due to failure of Offeror to carry out any term, promise, or condition of the Contract. At least ten (10) business days before terminating the Contract, PMGAA will issue a written notice of default specifying one of the following reasons. PMGAA shall, at all times during the term of the Contract or any extension term thereto, have the sole authority to determine if the default has been cured to its satisfaction.
    - (1) Offeror has provided personnel that do not meet the requirements of the Contract.
    - (2) Offeror has failed to perform adequately the stipulations, conditions or services/specifications required in this Contract.
    - (3) Offeror has attempted to impose on PMGAA personnel or materials, products, or workmanship of unacceptable quality.
    - (4) Offeror has failed to furnish the required service(s) and/or product(s) within the time stipulated in the Contract or associated Authorization of Services.
    - (5) Offeror has failed to make progress in the performance of the requirements of the Contract or Authorization of Services, or Offeror fails to give PMGAA adequate assurance the Offeror will perform the Contract in full and on time.
    - (6) Each payment obligation of PMGAA created hereby is conditioned on the availability of PMGAA, state, or federal funds appropriated for payment of the obligation. If funds are not available or allocated by PMGAA for continuance of service under this Contract, then PMGAA may terminate the Contract. PMGAA shall promptly notify Offeror regarding the service that may be affected by a shortage of funds. No penalty accrues to PMGAA if this provision is exercised, and PMGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.
  - b. This Contract may be terminated at any time by mutual written consent or by PMGAA - with or without cause - provided the terminating party gives sixty (60) calendar days’ advance written notice to the other party. PMGAA may terminate this Contract, in whole or in part, for PMGAA’s convenience and with sixty (60) days’ written notice. If this Contract is terminated, then PMGAA is liable only for services rendered and material received, certified, and approved by PMGAA under the Contract before the termination effective date.
  
3. **Arbitration.** At PMGAA’s sole option, disputes between the parties may be resolved through arbitration as provided in A.R.S. Section 12-1501, *et seq.* Offeror shall continue to render the services required by this Contract without interruption, notwithstanding either party has filed suit against the other or PMGAA has expressly agreed to arbitration and either party has demanded arbitration.



4. **Independent Contractor.** At all times, each party acts in its individual capacity not as agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Neither Offeror nor any of its employees are entitled to compensation from PMGAA in the form of salaries, paid vacation, or sick days. PMGAA will not provide any insurance to Offeror, including *Workers' Compensation* coverage. PMGAA will not withhold FICA, taxes, or any similar deductions from PMGAA's payments under this Contract.
5. **Affirmative Action.** Offeror shall abide by all the federal and state of Arizona provisions for equal opportunity in the work place.
6. **Human Relations.** Offeror shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable PMGAA contracts.
7. **Non-Exclusive Contract.** This Contract is for the sole convenience of PMGAA. PMGAA reserves the right in its discretion to obtain the same or similar goods or services from any other source.
8. **Americans with Disabilities Act.** Offeror shall comply with all applicable provisions of the *Americans with Disabilities Act* (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the *Act*.
9. **Confidentiality of Records.** Offeror shall establish and maintain procedures and controls that are acceptable to PMGAA for the purpose of assuring that no information contained in its records or obtained from PMGAA or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Contract. Persons requesting such information should be referred to PMGAA. Offeror also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Offeror as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PMGAA.
10. **Shipment under Reservation Prohibited.** Offeror is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the cancellation clause set forth within this Contract.
11. **Gratuities.** PMGAA may, by written notice to the Offeror, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Offeror or any agent or representative of Offeror, to any officer or employee of PMGAA involved in the amending, or the making of any determinations with respect to the performing of such Contract. If this Contract is canceled by PMGAA under this provision, PMGAA shall, in addition to any other rights and remedies, repay to the Offeror the amount of the gratuity.
12. **Applicable Law.** This Contract shall be governed by, and PMGAA and Offeror shall have, all remedies afforded each by the *Uniform Commercial Code*, as adopted in the state of Arizona, except as otherwise provided in this Contract or in laws pertaining specifically to PMGAA. This Contract shall be governed by the laws of the state of Arizona, and suits pertaining to this Contract shall be brought only in federal or state courts in the state of Arizona.
13. **Contract.** This Contract is based on and the result of a negotiated Scope of Project and Aviation Fuel Price Proposal submitted by Offeror. The Contract contains the entire agreement between PMGAA and Offeror. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.
14. **Contract Amendments.** This Contract shall be modified only by a written amendment signed by the PMGAA Executive Director or his/her designee, and persons duly authorized to enter into contracts on behalf of Offeror.
15. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

16. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract, which may remain in effect without the valid provision, or application.
17. **Protection of Government Property.** Offeror shall use reasonable care to avoid damaging all PMGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Offeror damages PMGAA's property in any way, Offeror shall immediately repair or replace the damage at no cost to PMGAA, as directed by the PMGAA Executive Director. If Offeror fails or refuses to repair or replace the damage, then PMGAA may terminate the Contract, and PMGAA shall deduct the repair or replacement cost from money due Offeror under the Contract.
18. **Interpretation – Parol Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
19. **Assignment and Subcontracts –.** Offeror shall not assign any rights or interest nor enter into any subcontract with any other party to furnish any of the materials, goods or services specified herein without the prior written permission of PMGAA. PMGAA may, at its sole discretion, accept or reject proposed subcontractors or assignment. PMGAA shall notify Offeror of its acceptance or rejection within forty-five (45) days or written request by Offeror. All subcontracts shall comply with federal and state laws and regulations applicable to the materials, goods or services covered by the subcontract and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Offeror referred to herein. Offeror is responsible for Contract performance whether or not subcontractors are used.
20. **No Waiver.** No provision in this Contract shall be construed, expressly or by implication, to waive either party's existing or future claim, right, or remedy available by law for breach of contract. The failure of either party to insist on strict performance of any Contract term or condition; to exercise or delay exercising any right or remedy provided in the Contract or by law; or to accept materials, services, or Offeror's services under this Contract or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Contract.
21. **Warranties.** Offeror warrants that all materials and services delivered under this Contract shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by PMGAA, shall not alter or affect the obligations of Offeror or the rights of PMGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.
22. **Indemnification.** To the fullest extent permitted by law, Offeror shall defend, save, indemnify, and hold harmless PMGAA, its agents, representatives, officers, directors, officials, and employees (collectively the "Indemnitees"), for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Offeror's acts, errors, omissions, or mistakes relating to Offeror's services under this Contract.
23. **Overcharges by Antitrust Violations.** PMGAA maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, Offeror hereby assigns to PMGAA any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
24. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. If a demand is made and no written assurance is given within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.

25. **Advertising.** Offeror shall not advertise or publish information concerning this Contract without prior written consent of PMGAA.
26. **Right to Inspect.** PMGAA may, at reasonable times, and at PMGAA's expense, inspect the place of Offeror's or any of Offeror's subcontractor's business, which is related to the performance of this Contract or related subcontract.
27. **Force Majeure.** In the event either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Contract to be performed by such party ("Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God ("Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Contractor to perform any Required Act, including, without limitation, failure to obtain adequate or other financing shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense, or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (a) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (b) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years' climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood, or other natural phenomena of normal intensity for the locality where the Premises are located.
28. **Inspection.** All material or service is subject to final inspection and acceptance by PMGAA. Material or service failing to conform to the specifications of this Contract will be held at Offeror's risk and may be returned to Offeror. If so returned, all costs are the responsibility of Offeror. Noncompliance shall conform to the cancellation clause set forth in this Contract.
29. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Contract, are the sole property of PMGAA and shall not be used or released by Offeror or any other person except with prior written permission by PMGAA.
30. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to PMGAA until PMGAA actually receives the material or service at the Airport, unless otherwise provided within this Contract.
31. **No Replacement of Defective Tender.** Every tender of materials must fully conform to all provisions of this Contract. If Offeror tenders a material or service that does not fully conform, PMGAA may terminate this Contract.
32. **Default in One Installment to Constitute Total Breach.** Offeror shall deliver conforming materials and services in each installment or lot of this Contract. Offeror may not substitute nonconforming materials or services. Delivery of nonconforming materials or a default of any nature, at the option of PMGAA, will constitute breach of the Contract as a whole.
33. **Liens.** All materials, services, and other deliverables supplied to PMGAA under this Contract must be free of all liens and other encumbrances. Upon request of PMGAA, Offeror shall provide a formal release of all liens.
34. **Licenses.** Offeror shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Offeror as applicable to this Contract.

35. **Subsequent Employment.** PMGAA may cancel this Contract without penalty or further obligation in accordance with A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the PMGAA is or becomes, at any time while the Contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to this Contract receive written notice from PMGAA, unless the notice specifies a later time.
36. **Clean Up.** Offeror shall at all times keep Contract performance areas, including storage areas used by the Offeror, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of PMGAA. Upon completion of any repair, Offeror shall leave the work and premises in clean, neat, and workmanlike condition.
37. **Patents.** Offeror shall defend, indemnify, and hold harmless PMGAA, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorneys' fees, for any alleged infringement of any person's patent rights or copyrights in consequence of the use by PMGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to PMGAA by Offeror under this Contract.
38. **Records and Audit Rights.** Offeror's and all of its approved subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of all Offeror and subcontractor employees that work on the Contract (all the foregoing collectively referred to as "Records"), must be open to inspection and subject to audit and/or reproduction during normal working hours by PMGAA. PMGAA is entitled to evaluate and verify all invoices, payments or claims based on Offeror's and its subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred or units expended directly in the performance of work under this Contract. For any audit under this Section, Offeror and its subcontractors hereby waive the right to keep such Records confidential. PMGAA is entitled to access to these Records from the effective date of this Contract for the duration of the work and until five years after the date of final payment by PMGAA to Offeror under the Contract. During normal working hours, PMGAA is entitled to access to all necessary Offeror and subcontractor facilities and shall be provided adequate and appropriate workspace, in order to conduct audits under this Section. PMGAA shall give Offeror or subcontractors reasonable advance notice of intended audits. Offeror shall require its subcontractors to comply with the provisions of this Section by including its requirements in all subcontracts related to this Contract.
39. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, Offeror and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-Verify requirements under A.R.S. §23-214(A). Offeror's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by PMGAA. PMGAA shall have the right to inspect the papers of Offeror's and any of Offeror's subcontractor's employee who works on this Contract to ensure the Offeror is complying with this paragraph.

**Attachment A**  
Authorization for Release of Performance Information and Waiver

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The purpose of this disclosure is to provide references to the Phoenix-Mesa Gateway Airport Authority. Offeror hereby consents that, as an Offeror to Phoenix-Mesa Gateway Airport Authority Solicitation 2019-005-RFP, Aviation Fuel Supplier for Phoenix-Mesa Gateway Airport, Offeror authorizes those companies and government entities listed in Offeror's RFP submittal and any other government entity for whom this company has performed Aviation Fuel Supplier services, to disclose and release to the Phoenix-Mesa Gateway Airport Authority, or their representatives, information, records and opinions concerning this company's past performance.

\_\_\_\_\_ (Offeror) hereby waives any claim it may have against the Phoenix-Mesa Gateway Airport Authority or any company or entity providing information to the Phoenix-Mesa Gateway Airport Authority by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization for disclosure of information is effective for one (1) year.

This consent or copy of this authorization shall be as valid and effective as the original.

\_\_\_\_\_  
Signature of Offeror

\_\_\_\_\_  
Date

**Attachment B**  
Offer Agreement

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**OFFER TO PHOENIX-MESA GATEWAY AIRPORT AUTHORITY:**

The Offeror hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Request for Proposal.

Company Name: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Sales Tax Identification Number: \_\_\_\_\_

\_\_\_\_\_  
Person Authorized to Sign

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**For clarification of this offer, contact:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

## Attachment C

### Insurance Requirements and Certificate of Insurability

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1. Offeror shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Offeror, Offeror's agents, representatives, employees or subcontractors.
2. Minimum Scope and Limits of Insurance. Coverage shall be at least as broad as:
  - a. Commercial General Liability: Insurance Services Office Form CG 00 01, with minimum \$50,000,000 per occurrence/\$50,000,000 aggregate Bodily Injury/Property Damage for Airport Premises operations; \$50,000,000 per occurrence/\$50,000,000 aggregate Personal/Advertising Injury; \$50,000,000 per occurrence/\$50,000,000 aggregate Product/Completed Operations Liability. Mis-delivery of Liquid Products should be included.
  - b. Auto Liability: ISO Form Number CA 00 01 covering any auto (Symbol 1), or if Vendor has no owned autos, hired (Symbol 8), and non-owned autos (Symbol 9), with limit no less than \$5,000,000 Combined Single limit per accident for bodily injury and property damage. Include MCS90 and Broadened Pollution CA9948 Endorsements.
  - c. Workers' Compensation: Statutory Limits as required by the State of Arizona, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
  - d. Contractors Pollution Legal Liability: Applicable to the work being performed, with a minimum \$3,000,000 per occurrence/\$3,000,000 policy aggregate per policy period of one year. Include Transportation coverage on either a contingent (if CA9948 on auto policy) or primary (if CA99048 not included on auto policy) basis.
3. If Offeror maintains higher limits than the minimums shown above, PMGAA requires and shall be entitled to coverage for the higher limits maintained by Offeror. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the PMGAA.
4. Additional insurance provisions. The insurance policies shall provide, or be endorsed to include, the following provisions:
  - a. Additional Insured Status: PMGAA, its officers, officials, employees, and volunteers are to be included as additional insureds on the CGL policy with respect to liability arising out of your work and ongoing operations performed by or on behalf of the Offeror. Acceptable Additional Insured endorsements are ISO Form CG 20 10 11 85 or a combination of CG 20 10 and CG 20 37 (current edition date). PMGAA shall be Additional Insured on the Auto Liability policy as required by contract.
  - b. Primary Coverage: For any claims related to this contract, Offeror's General Liability and Auto Liability insurance coverage shall be primary and non-contributory. Any insurance or self-insurance maintained by PMGAA, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.
  - c. Notice of Cancellation: Offeror agrees to provide PMGAA 30 days' notice of cancellation for any policy required by this contract.

- d. Waiver of Subrogation: Offeror hereby grants to PMGAA a waiver of any right to subrogation and agrees to obtain an endorsement necessary to affect this waiver of subrogation, from the insurer for all lines of coverage required by this contract.
- e. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared and approved by PMGAA. PMGAA may require Offeror to purchase coverage with a lower deductible or retention, or provide proof of financial ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- f. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A, VII, unless otherwise approved by PMGAA. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the Arizona State Compensation Insurance Fund if not rated.
- g. Claims Made Policies: No Claims Made policies, (other than Pollution Liability) will be accepted. For policies that provide claims made coverage:
  - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, or start of work date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
  - d. A copy of the claims reporting requirements must be submitted to the PMGAA for review.
- h. Verification of Coverage: Offeror shall furnish PMGAA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by PMGAA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Offeror’s obligation to provide the required insurance. PMGAA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- i. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that PMGAA is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide Additional Insured coverage utilizing the CG 20 38 (04 13) endorsement.
- j. Special Risks or Circumstances: PMGAA reserves the right to modify these requirements, including limits, based on the nature of the risk, scope of work, prior experience, insurer, coverage, or other special circumstances.



Offeror hereby certify that as an Offeror to Phoenix-Mesa Gateway Airport Authority Solicitation 2019-005-RFP for Aviation Fuel Supplier for Phoenix-Mesa Gateway Airport, Offeror is fully aware of Insurance Requirements as specified in the Sample Fuel Facility User Contract (Attachment J), and those specified in this Attachment C, and by the submission of this RFP submittal, Offeror hereby assures the Phoenix-Mesa Gateway Airport Authority that Offeror is able to produce the insurance coverage required should Offeror be selected to be awarded any Contracts as a result of this RFP.

Should Offeror be awarded the Fuel Supplier under this RFP and Fuel Facility User Contract by the Phoenix-Mesa Gateway Airport Authority, and then become unable to produce the insurance coverage specified within ten working days, Offeror is fully aware and understand that the Phoenix-Mesa Gateway Airport Authority may not consider Offeror for this and future projects.

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Signature of Offeror

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Date

**Attachment D**  
Aviation Fuel Price Proposal

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**Jet-A**

1. Base price to be used should be the Platts LA Mean Index price for the week beginning October 3, 2018
2. List separately the transportation costs and differential per gallon.
3. Add all costs in the table, including taxes, for the proposed Total Delivered Fuel Price per gallon.
3. Do not include pricing for Fuel System Icing Inhibitor (FSII) in this Attachment.
4. Taxes listed are based on local, state and federal taxes applied at this location.
5. Offeror shall include in it's Differential, all costs and expenses it deems appropriate, to meet the requirements of this RFP and providing the services and support included in Offeror's proposal.

<b>JET-A FUEL PRICING – PER GALLON</b>	
Source/Terminal	
Platts LA Mean Prior Week Average, Based on Full Load as of 10/3/2018	\$
Fed Oil Spill Liability	\$ 0.00214
FET	\$ 0.02430
Fed LUST	\$ 0.00100
AZ & Maricopa County Tax	\$ 0.03355
Mesa City Tax	\$ 0.03000
Transportation Costs:	\$
Differential:	\$
<b>Total Delivered Fuel Price (gallons)</b>	<b>\$</b>

**100LL AVGAS**

1. Pricing should be Offeror's rack price per gallon. Offeror shall include in it's Rack Price, all costs and expenses Offeror deems appropriate, to meet the requirements of this RFP and providing the services and support included in Offeror's proposal.
2. List separately the transportation costs.
3. Add all costs in the table, including taxes, for the proposed Total Delivered Fuel Price per gallon.
3. Taxes listed are based on local, state and federal taxes applied at this location.

<b>100LL AVGAS FUEL PRICING - PER GALLON</b>	
<b>Source/Rack Location</b>	
<b>Rack Price on 10/3/2018, Based on Full Load</b>	<b>\$</b>
<b>Fed Oil Spill Liability</b>	<b>\$ 0.00190</b>
<b>FET</b>	<b>\$ 0.19400</b>
<b>Fed LUST</b>	<b>\$ 0.00100</b>
<b>AZ Av Fuel Tax</b>	<b>\$ 0.03355</b>
<b>Mesa City Tax @ 1.75%</b>	<b>\$ 0.09712</b>
<b>Transportation Costs:</b>	<b>\$</b>
<b>Total Delivered Fuel Price (gallons)</b>	<b>\$</b>

## Attachment E

### Refueler Fleet Proposal

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Offeror shall complete the following for **each** refueler proposed for PMGAA's use to deliver fuel at the Airport.

- PMGAA reserves the right to accept or reject each individual refueler proposed.
- Each refueler shall be less than five (5) years old at time of Contract commencement. The average age of all refuelers proposed shall be less than three (3) years old.
- Make copies of this page as appropriate.

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Cab/Chassis Model: \_\_\_\_\_

Tank Manufacturer: \_\_\_\_\_ Capacity: \_\_\_\_\_

Equipment Specifications: Offer to attach a specification sheet. Maximum of 1 (one) double sided sheet for each refueler proposed.

## Attachment F

### References

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Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
City, State: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Length of Contract: \_\_\_\_\_  
Average Weekly Delivery (gallons): Jet-A \_\_\_\_\_ 100LL Avgas \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
City, State: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Length of Contract: \_\_\_\_\_  
Average Weekly Delivery (gallons): Jet-A \_\_\_\_\_ 100LL Avgas \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
City, State: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Length of Contract: \_\_\_\_\_  
Average Weekly Delivery (gallons): Jet-A \_\_\_\_\_ 100LL Avgas \_\_\_\_\_

**Attachment G**  
Contract Review Statement

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As an Offeror to Phoenix-Mesa Gateway Airport Authority Solicitation 2019-005-RFP, Aviation Fuel Supplier, Offeror hereby certifies that Offeror has reviewed the PMGAA sample Fuel Facility User Contract (Attachment I) and have listed any objections to them below. The response shall clearly identify if the attached Sample Fuel Facility User Contract is acceptable in all respects. If the Contract is not acceptable, the response shall identify the unacceptable clauses and shall provide suggested alternate language. General or vague statements or invitations to discuss further are not adequate answers.

Offeror is aware any objections to the Sample Fuel Facility User Contract will be considered and included in PMGAA's evaluation of Offeror's qualifications. Offeror is also aware, if Offeror fails to list any objections to PMGAA's Sample Fuel Facility User Contract, Offeror will not be allowed to raise any objections later if selected as the most qualified Offeror.

\_\_\_\_\_  
Signature of Offeror

\_\_\_\_\_  
Date

Specific Objections:

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**Attachment H**  
Credit Card Processing Information

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Credit Card Type	Processing Fee, Swiped*	Processing Fee, Manually Entered*	Reimbursement, Business Days
Supplier Card			
American Express			
AvCard			
Discover			
Multiservice			
US Govt Air Card			
Master Card			
Visa			

\* Rate quoted is maximum rate to be charged for term of contract

**Attachment I**  
Sample Fuel Facility User Contract

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*Phoenix-Mesa Gateway Airport Authority*  
**FUEL FACILITY USER CONTRACT**

This Fuel Facility User Contract (“Contract”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **PHOENIX-MESA GATEWAY AIRPORT AUTHORITY**, a joint powers airport authority authorized by the state of Arizona (“PMGAA”) and \_\_\_\_\_ a \_\_\_\_\_ corporation (“Fuel Facility User”), individually, each is a “Party” and collectively, the “Parties.”.

**RECITALS:**

A. PMGAA owns and operates the Phoenix-Mesa Gateway Airport with the power to lease premises and facilities and to grant rights and privileges with respect thereto;

B. PMGAA has invested in the development and on-going operation of a fuel storage area for the benefit and convenience of bulk users of Aviation Fuels; and

C. Fuel Facility User desires to contract with the PMGAA for fuel storage and inventory management purposes, including fuel receipt, storage and delivery in accordance with the terms and conditions contained herein and desires to grant such rights, all in accordance with the terms and conditions hereof.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants and agreements contained herein, and upon the conditions and provisions hereinafter set forth, the sufficiency of which the Parties hereto agree, PMGAA and Fuel Facility User hereby covenant and agree as follows:

**1. DEFINITIONS**

- 1.1 The following terms have the respective meanings given below when used in this Contract, unless the context clearly indicates a different meaning:
- 1.1.1 “PMGAA” means the Phoenix-Mesa Gateway Airport Authority, an Arizona joint powers airport authority.
  - 1.1.2 “Contract” means this contract between PMGAA and Fuel Facility User.
  - 1.1.3 “Airport” means the Phoenix-Mesa Gateway Airport, located in City of Mesa, Maricopa County, Arizona.
  - 1.1.4 “Aviation Fuel” means aviation fuel which complies with requirements established by PMGAA and any applicable federal and state law.
  - 1.1.5 “Aviation Fuel Specifications” means, with respect to each grade of Aviation Fuel (a) the then-current aviation fuel specifications as defined by ASTM D 1655 – Jet A, and (b) the criteria set forth in Schedule “B” of this Contract, which Schedule “B” is incorporated herein by reference, and which Schedule “B” may be updated from time to time in PMGAA’s sole discretion.
  - 1.1.5 “Billing Period” means the calendar week for which a bill is rendered to Fuel Facility User under this Contract.
  - 1.1.6 “Event of Default” means an event of default as provided in Section 8.2 of this Contract.
  - 1.1.7 “Facilities” means collectively the fuel receipt, storage and delivery systems owned, leased or controlled by PMGAA, and owned and operated on behalf of PMGAA by the Operator.
  - 1.1.8 “Fuel Facility Users” means those entities contracting with PMGAA for storage or handling of Aviation Fuel using the Facilities pursuant to an executed Fuel Facility User Contract.



- 1.1.9 “Operator” means the qualified and duly licensed agent selected by PMGAA to operate the Facilities on behalf of PMGAA to perform other duties relating to the Facilities. The current Operator is Gateway Aviation Services, the department of the Airport Authority serving as the Fixed Based Operator at the Airport.
- 1.1.10 “Supplier” means any person or entity which has an agreement with any of the Fuel Facility Users for the supply of Aviation Fuel to or at the Airport. In some cases, Suppliers may also be Fuel Facility Users.
- 1.1.11 “System Use Charge” means the charge to be paid to PMGAA by Fuel Facility Users to compensate PMGAA for the costs of maintaining and operating the Facilities and other services provided by PMGAA.

## 2. FUEL FACILITY USERS

- 2.1 Fuel Facility User is granted a non-exclusive right to use a pre-established volume of the Facilities for the storage of Aviation Fuel, subject to the terms and conditions of this Contract. The amount of storage available to each Fuel Facility User is subject to change on a regular basis as per the actual operating requirements.
- 2.2 Fuel Facility User understands and agrees that the only party permitted to access the Facilities to withdraw Aviation Fuel and thus dispense into-plane is the Operator. No other use of the Facilities by Fuel Facility User is permitted unless PMGAA expressly consents in writing to such use.
- 2.3 Fuel Facility User represents, covenants, warrants and guarantees to PMGAA, their successors and assigns, that it has read, understands, and is familiar with the terms of this Contract, and that to the extent applicable to its use of or presence at the Facilities, Fuel Facility User will duly and timely observe, perform, and discharge all of its duties, obligations, agreements, covenants, conditions and liabilities on its part to be observed, performed or discharged pursuant to this Contract, as well as any respective renewal, successor or replacement contracts.

## 3. INSURANCE AND INDEMNITY

- 3.1 To the fullest extent permitted by law, Fuel Facility User will indemnify, defend and hold harmless PMGAA, the Operator, their successors and assigns, and the respective officers, directors, members, shareholders, employees and agents of each of the foregoing from and against any and all loss, liability, cause of action, claim, penalty, suit, fine and damages, and all costs and expenses of any nature whatsoever (including reasonable attorneys’ fees and expenses), which in any way arise out of or occur by reason of:
  - 3.1.1 Any Event of Default as defined under Section 8.2 of this Contract on the part of Fuel Facility User or its officers, directors, agents, employees, contractors, subcontractors, invitees, successors or assigns under any provision of this Contract;
  - 3.1.2 Any act or omission of Fuel Facility User or its officers, directors, agents, employees, contractors, subcontractors, invitees, successors or assigns in connection with this Contract;
  - 3.1.3 The placement of the Fuel Facility User’s Aviation Fuel in the Facilities and the subsequent use of the Aviation Fuel in any aircraft;
  - 3.1.4 Any worker’s compensation statute with respect to injuries sustained by Fuel Facility User or its officers, directors, agents, employees, contractors, subcontractors, invitees, successors or assigns in connection with this Contract or the Facilities;
  - 3.1.5 Any obligation for the payment of any taxes and assessments, including taxes and assessments as may from time to time be imposed by any applicable taxing authority, which arise out of Fuel Facility User’s use of the Facilities or that are in any way relating to services performed by, for, or on behalf of Fuel Facility User or its officers, directors, agents, employees, contractors, subcontractors, invitees, successors or assigns in connection with this Contract or the Facilities; and
  - 3.1.6 Any actual or alleged violation of any environmental protection laws or regulations with respect to or arising out of Fuel Facility User’s use of the Facilities, regardless of whether the

same are made by private parties or governmental agencies, which in any way relate to services performed by, for, or on behalf of Fuel Facility User or its officers, directors, agents, employees, contractors, subcontractors, invitees, successors or assigns in connection with this Contract or the Facilities.

The provisions of this Section 3.1 shall survive the termination of this Contract.

- 3.2 Commencing as of the date hereof, Fuel Facility User will, at its own cost and expense, maintain in effect at all times during the term of this Contract the insurance coverage set forth in Schedule "A" attached hereto and incorporated herein by reference. Fuel Facility User must deliver to PMGAA on or before the date of the renewal of any policy of insurance required hereunder a renewal certificate that will conform to the requirements set forth in this Section for the original certificates.
- 3.3 Before Fuel Facility User will be permitted to have any Aviation Fuel stored and withdrawn from the Facilities, this Contract must have been executed by the Parties hereto and be in full force and effect and Fuel Facility User must have delivered to PMGAA insurance certificates issued by a company authorized to do business in Arizona evidencing the insurance coverages and endorsements required by this Contract.
- 3.4 It is understood and agreed that, if any additional insurance on the Aviation Fuel is desired by Fuel Facility User, such insurance shall be carried by Fuel Facility User at Fuel Facility User's sole cost and expense.

#### **4. FEES AND CHARGES**

- 4.1 For the use of the Facilities, Fuel Facility User shall pay to Operator the Aviation Fuel Flowage Fee set forth in the most current Airport Rates and Charges or, in the case of an air carrier, as per its applicable air carrier operating agreement. Fuel Facility User shall pay to Operator all other applicable fees in accordance with the current Airport Rates and Charges and any applicable fuel service agreement, which may include, without limitation, a "Fuel Storage Fee."
- 4.2 Operator shall invoice the Fuel Facility User per the applicable air carrier operating agreement and/or the fuel service agreement.

#### **5. METHOD OF USING THE FACILITIES**

- 5.1 Each Fuel Facility User may make arrangements with any Supplier to the effect that title to, and risk of loss associated with, Aviation Fuel delivered into the Facilities by such Fuel Facility User will be deemed to pass to that Fuel Facility User or its agent:
  - 5.1.1 With respect to Aviation Fuel being delivered into the Facilities, at the time that the Aviation Fuel passes the connection between the entity making the delivery and the receiving meter located at the Facilities; or
  - 5.1.2 With respect to Aviation Fuel already in the Facilities which is changing ownership, by book inventory transfer within the Facilities.

Nothing contained in this Contract will affect the right of any Fuel Facility User to select any supplier of its own choice for any Aviation Fuel. All Aviation Fuel must meet or exceed the Aviation Fuel Specifications.

- 5.2 PMGAA will not be responsible in any way or incur any liability whatsoever for payment for Aviation Fuel or other charges owed by Fuel Facility User to its Supplier. To the fullest extent permitted by law, Fuel Facility User shall indemnify, defend, and hold harmless PMGAA for, from and against any and all claims, liabilities, damages, losses and judgments, including reasonable legal fees and incidental costs and expenses, which may be suffered by, accrued against, or be charged to PMGAA by reason of any claim associated with the use of the commingled fuel in the Facilities or for payments by any Supplier for Aviation Fuel delivered for the account of Fuel Facility User, or by reason of the Operator's rejection of any Aviation Fuel tendered for transportation through the Facilities for the account of Fuel Facility User.
- 5.3 Fuel Facility User expressly understands and agrees that Aviation Fuel placed in the Facilities must meet or surpass the Aviation Fuel Specifications. The Operator will have the right, in its sole discretion, to

inspect, monitor, and reject as necessary all Aviation Fuel not meeting or surpassing the Aviation Fuel Specifications and, where feasible, initiate reasonable procedures to bring such fuel into compliance. Fuel Facility User will be responsible for any or all costs associated with Aviation Fuel placed in the Facilities by Fuel Facility User or its Supplier or agent not meeting or surpassing such the Aviation Fuel Specifications. Such costs include but are not limited to: (a) the cost of making contaminated Aviation Fuel acceptable for use; (b) the cost of removing and replacing contaminated fuel with Aviation Fuel; and (c) all costs associated with tank cleaning and filter replacement(s) required due to such contaminated Aviation Fuel.

- 5.4 The nature of the Facilities at the Airport requires the commingling of the Aviation Fuel stored therein. The Operator will not be required to segregate or distinguish the Aviation Fuel delivered on behalf of Fuel Facility User. Fuel Facility User will not request acceptance or arrange delivery of Aviation Fuel which does not meet the Aviation Fuel Specifications and any applicable federal and state law.
- 5.5 PMGAA or Operator may establish, from time to time, a maximum amount of Aviation Fuel that each Fuel Facility User will be permitted to maintain in the Facilities. PMGAA will have the final approval over the size and timing of deliveries of Aviation Fuel to be received into the Facilities and the right to reject Fuel Facility User's deliveries into the Facilities when, in its sole judgment, PMGAA believes the Fuel Facility User's inventory of Aviation Fuel in the Facilities would be unreasonably large compared to the volume being distributed to or on behalf of Fuel Facility User. PMGAA or Operator shall notify the Fuel Facility User in writing of any maximum amount or other changes pursuant to this Section.
- 5.6 Fuel Facility User will not be entitled to have delivered into its aircraft or to customers Aviation Fuel in an amount greater than that stored on its behalf in the Facilities; however, Operator may choose to do so to effect the efficient management of the Facilities. In such cases, Operator may place an order of Aviation Fuel with a Supplier on behalf of Fuel Facility User to replace withdrawn volumes.
- 5.7 Receipts into inventory and disbursements from inventory will be recorded in net gallons (corrected for temperature). This method of recording receipts into inventory and disbursements from inventory may be changed by PMGAA upon 30 days' notice to Fuel Facility User. PMGAA and Fuel Facility User agree to allow each other to verify the calibration of any meter at any time and, where applicable, to cooperate in obtaining any permission needed for such verification.
- 5.8 PMGAA will not be responsible to Fuel Facility User for loss of Aviation Fuel from the Facilities. However, when commingled Aviation Fuel is involved and when there is a loss from the Facilities of Aviation Fuel due to any single occurrence, such loss shall be shared by the Fuel Facility Users with Aviation Fuel then stored in the Facilities. This loss or gain, as actually realized, will be distributed among all Fuel Facility Users in direct proportion to the inventory in storage at the Facilities by all such Fuel Facility Users during weekly inventory. The method of distributing losses and gains described herein may be changed by PMGAA upon thirty (30) days' notice to Fuel Facility User.

## 6. OPERATOR

- 6.1 The Operator is authorized by PMGAA to manage, maintain, and operate the Facilities on PMGAA's behalf. Except as otherwise required herein, all communications concerning Fuel Facility User's rights and obligations regarding its day-to-day use of the Facilities may be directed to the Operator.
- 6.2 Fuel Facility User agrees that it will give Operator reasonable advance notice of its requirements, suppliers and volumes that affect fuel demands, storage requirements, or anything otherwise pertinent to Operator's services. Fuel Facility User will also give such notices to its Suppliers concerning the Operator's authority and duties as may be required to permit performance by the Operator of the services to be performed by it.
- 6.3 Fuel Facility User will neither have nor exercise any supervision or control over any employee of Operator and any complaint or requested change in procedure will be transmitted in writing by Fuel Facility User to the Operator, with a copy to PMGAA. Operator will determine and give any necessary instructions to its own personnel.
- 6.4 Each Fuel Facility User shall provide the name of any Supplier, and shall notify each Supplier that, per this Contract, the Operator is authorized to place orders on behalf of the Fuel Facility User. Fuel Facility User is solely responsible for the cost of any fuel ordered from Supplier by Operator pursuant to this Contract on behalf of the Fuel Facility User.

## 7. STANDARD OF OPERATION; EXCUSABLE DELAY

- 7.1 In the use of the Facilities, Fuel Facility User shall strictly comply with all rules and regulations now or hereafter established by, and all directions of, PMGAA and Operator relating to safety and operation of the Facilities.
- 7.2 Fuel Facility User shall comply with all applicable laws, rules and regulations of any governmental entity, agency or body.
- 7.3 Fuel Facility User shall be responsible for the cleanup of any release of Aviation Fuel and shall be liable for any damage to the Facilities or any other damage, fine, penalty or claim of any kind to the extent caused by Fuel Facility User, its agents, employees and invitees in connection with its receiving, withdrawing or transporting of Aviation Fuel into or from the Facilities. Fuel Facility User shall notify Operator promptly of any such release or damage occurring during the receipt, withdrawal, or transfer of Aviation Fuel, regardless of size or extent.
- 7.4 Any damage to the Facilities or other property of PMGAA caused by Fuel Facility User or any officer, director, agent, employee, contractor, subcontractor or invitee of Fuel Facility User during the term of this Contract that is not covered by insurance shall be immediately repaired at the sole cost and expense of Fuel Facility User.
- 7.5 Except for the obligation to make payments of money by Fuel Facility User to either PMGAA or the Operator, PMGAA, each Fuel Facility User will be excused from, and will not be liable with respect to, any failure of its performance under this Contract due to causes beyond its individual control; provided, however, the Parties hereto will in good faith and to the extent reasonably practicable attempt to continue, despite the occurrence of such causes, the performance of services under this Contract. Without limiting the generality of the foregoing, neither the Operator nor PMGAA will have any liability to Fuel Facility User for delay to scheduled or non-scheduled arrivals or departures of aircraft. Under no circumstances will Operator or PMGAA be liable for any special or consequential damages, regardless of the cause or any foreknowledge of such damages.

## 8. TERM AND TERMINATION

- 8.1 For the Fuel Facility User, the term of this Contract will commence as of the date of its execution and will continue in effect until the end of the calendar month in which the Contract was executed, and thereafter continue on a month-to-month basis until terminated by either Party upon thirty (30) days' advance written notice.
- 8.2 Except as set forth below, this Contract may be terminated immediately by PMGAA by written notice to Fuel Facility User upon the occurrence of any of the following events ("Termination Event"):
  - 8.2.1 Any of the following Events of Default:
    - a. Fuel Facility User is in, or is found to have been in, a negative inventory position not caused by PMGAA and such failure is not cured within thirty (30) days after written notice to Fuel Facility User by PMGAA or the Operator;
    - b. Fuel Facility User fails to pay when due any charges, fees or assessments as provided by this Contract or any amount required to be paid under the Fuel Facility User's applicable air carrier operating agreement and/or fuel service agreement and such failure is not cured within ten (10) days after written notice to Fuel Facility User by PMGAA or the Operator.
    - c. Fuel Facility User fails to observe any rule or regulation established by PMGAA or Operator and such failure is not cured within thirty (30) days after written notice to Fuel Facility User by PMGAA or the Operator;
    - d. Fuel Facility User's use, conduct, or activities involving the Facilities disrupts or interferes with PMGAA's use, enjoyment, or operation of the Facilities and such disruption or interference is not cured within thirty (30) days after written notice to Fuel Facility User by PMGAA or the Operator;

- e. Fuel Facility User fails to comply with any term, covenant or condition required to be complied with by Fuel Facility User under this Contract, and such failure is not cured within thirty (30) days after written notice to Fuel Facility User by PMGAA or the Operator;
  - f. Fuel Facility User makes a general assignment for the benefit of its creditors, admits in writing its inability to meet its debts as they mature, files a petition in bankruptcy or commences voluntary dissolution;
  - g. Fuel Facility User files a proceeding, petition or answer seeking or consenting to Fuel Facility User's reorganization or the readjustment of Fuel Facility User's indebtedness under any present or future federal bankruptcy law or other federal or state law of similar nature;
  - h. The appointment of a receiver, trustee or liquidator of all or substantially all of Fuel Facility User's property and assets; or
  - i. In the event, under circumstances not covered by the foregoing provisions, a judgment, decree or order is entered by a court of competent jurisdiction, determining that proceedings for reorganization, arrangement, adjustment, composition, liquidation, dissolution or winding up or any similar relief under any present or future bankruptcy law or other federal or state law of similar nature have been properly instituted against Fuel Facility User or appointing a receiver, trustee or liquidator of all or substantially all of its property and assets, and such judgment, decree or order remains unstayed and in effect for thirty (30) days.
- 8.2.2 The Facilities, or a portion thereof, are damaged, destroyed or otherwise rendered useless such that use of the Facilities by parties other than PMGAA should be, in PMGAA's sole discretion, terminated, suspended, altered, or curtailed;
- 8.2.3 PMGAA's rights to use or possess the Facilities are terminated;
- 8.3 The termination of this Contract for any reason whatsoever will not affect any rights or liabilities of either PMGAA or Fuel Facility User which have accrued in connection with this Contract prior to the date of such termination.

## 9. REMEDIES

- 9.1 Upon the occurrence of an Event of Default, PMGAA will have the right to terminate this Contract as to Fuel Facility User or to pursue any remedy whatsoever provided by law or equity, or both. The amount payable by such defaulting Fuel Facility User will bear interest at the rate of two percent (2%) per month (or at the maximum rate permitted by law, whichever is greater), from the date such amount is due.
- 9.3 In the event Fuel Facility User fails or refuses to pay when due any charges, fees or assessments as provided by this Contract, PMGAA or at its direction the Operator, may enforce such payment by:
- 9.3.1 Terminating fueling service through the Facilities to the defaulting Fuel Facility User;
  - 9.3.2 Placing a lien upon the defaulting Fuel Facility User's Aviation Fuel in the Facilities; or
  - 9.3.3 Pursuing any and all other legal or equitable remedies available to PMGAA or Operator.

All remedies provided for herein shall be cumulative.

## 10. ADDITIONAL PROVISIONS

- 10.1 This Contract may not be assigned by Fuel Facility User, by operation of law or otherwise, without the written consent of PMGAA, which consent will not be unreasonably withheld.

- 10.2 The Parties hereto agree to execute any documents and take any action reasonably necessary to effectuate the terms and intent of this Contract.
- 10.3 The failure of PMGAA or Fuel Facility User to exercise any power or right under this Contract will not operate as a waiver thereof, nor will any single or partial exercise of any power or right preclude other or future exercise thereof, or the exercise of any other power or right.
- 10.4 Any notice, report or information which may be or is required to be given under this Contract will be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO PMGAA: Phoenix-Mesa Gateway Airport Authority  
Attn: Gateway Aviation Services  
5835 South Sossaman Road  
Mesa, Arizona 85212

With copy to: Phoenix-Mesa Gateway Airport Authority  
Attn: Chief Financial Officer  
5835 South Sossaman Road  
Mesa, Arizona 85212

TO FUEL FACILITY USER: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other person(s) or address(es) as any such Party may designate from time to time by notice to the other Parties in accordance with this Section. All notices to be given to or by PMGAA shall be effective if given to or by Operator, as agent for PMGAA.

- 10.5 If any Article or any part of this Contract is rendered void, invalid or unenforceable by any court of law, for any reason, such a determination will not render void, invalid or unenforceable any other Article or part of this Contract.
- 10.6 This Contract may be amended or modified only by a written agreement of subsequent date signed by the Parties hereto.
- 10.7 The article headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision of this Contract.
- 10.8 This Contract shall be governed by and construed in accordance with the laws of the State of Arizona without regard to any conflicts of laws provisions or rules.
- 10.9 If any action is brought by any Party in respect of its rights under this Contract, the prevailing Party shall be entitled to receive from the other Party its reasonable attorneys' fees, expert witness fees, and court costs in an amount determined by the court.
- 10.10 The provisions of this Contract shall inure to the benefit of, and shall be binding upon, the respective successors and permitted assigns of the Parties.
- 10.11 This Contract represents the entire agreement between the Parties relating to the subject matter hereof and it shall be construed as a whole and in accordance with its fair meaning and without presumption or other rule concerning construction against the Party preparing this Contract or any part hereof.



**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be duly executed effective as of the day and year above written.

**PMGAA:**

**PHOENIX-MESA GATEWAY AIRPORT AUTHORITY**, a joint powers airport authority authorized by the state of Arizona

\_\_\_\_\_  
J. Brian O'Neill, A.A.E.  
Executive Director/CEO

\_\_\_\_\_  
Date

**FUEL FACILITY USER:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

Name/Clerk of the Board

Date

SCHEDULE "A"  
TO  
FUEL FACILITY USER CONTRACT  
Insurance Certificate Requirement

1. PMGAA and each Fuel Facility User shall be named as an additional insured. Each Certificate shall be updated within ten (10) days upon notice from PMGAA that a new Fuel Facility User has entered into a Contract with PMGAA.
2. The certificate shall indicate that the liability assumed by Fuel Facility User has been specifically insured under the contractual liability section of the liability insurance policies.
3. The certificate shall include a commitment to give PMGAA and each Fuel Facility User not less than 30 days prior written notice in the event of cancellation.
4. The liability policy shall be primary without right of contribution from any insurance which is carried by PMGAA or the Fuel Facility Users.
5. The insurers agree that coverage provided shall extend to include loss or damage to aircraft.
6. Each policy shall include a Waiver of Subrogation for the benefit of PMGAA and each Fuel Facility User.

TYPE OF INSURANCE	LIMITS OF LIABILITY (minimum amounts)
A. <b><u>Commercial General Liability</u></b> Specifically, for Airport Premises and Operations including the following: <ul style="list-style-type: none"> <li>• Bodily Injury and Property Damage for Third Parties</li> <li>• Personal and Advertising Injury</li> <li>• Contractual Liability</li> <li>• Auto Liability for unlicensed vehicles used at the Airport</li> <li>• Products and Completed Operations</li> </ul>	\$50,000,000 Each Occurrence \$50,000,000 General Aggregate \$50,000,000 Personal & Advertising Injury \$50,000,000 Auto Liability for Airport Use \$50,000,000 Products and Completed Operations
B. <b><u>Commercial or Business Auto Liability</u></b> (Covering all owned, hired and non-owned vehicles registered for road use.) <ul style="list-style-type: none"> <li>• Bodily Injury and Property Damage for Third Parties</li> </ul>	\$5,000,000 Each Accident
C. <b><u>Worker's Compensation</u></b>	Statutory Limits required by the State of Arizona
D. <b><u>Employer's Liability</u></b>	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Bodily Injury by Disease Policy Limit \$1,000,000 Bodily Injury by Disease Each Employee



SCHEDULE "B"  
TO  
FUEL FACILITY USER CONTRACT

Fuel Quality Assurance

The following criteria shall be utilized by the Operator for the receiving of fuel into the Facilities:

**Source Minimum Standards**

Fuel suppliers/shippers shall provide a certification document; certifying product to be delivered to Phoenix-Mesa Gateway Airport meets (ASTM D1655) specification requirements with at least the following select property values listed as measured by specified ASTM test methods.

- |  |            |
|--|------------|
| A. Visual Appearance in White Bucket                 |            |
| B. Gravity, Corrected to 60 degrees F (15 degrees C) | ASTM D1298 |
| C. Distillation                                      | ASTM D86   |
| • 10% recovered                                      |            |
| • 20% recovered                                      |            |
| • 50% recovered                                      |            |
| • 90% recovered                                      |            |
| • Final Boiling Point                                |            |
| • Residue  |            |
| • Loss   |            |
| D. Flash Point                                       | ASTM D56   |
| E. Freezing Point                                    | ASTM D2386 |
| F. Water Separation (MSEP)                           | ASTM D3948 |
| G. Copper Strip Corrosion                            | ASTM D130  |
| H. Existent Gum                                      | ASTM D381  |

Accompanying documentation shall also include all delivery information, i.e.: destination, batch number, fuel grade or type, quantity to be shipped.

**Transport Truck Minimum Standards**

The shipping company will use dedicated tankers for shipping fuel to Phoenix-Mesa Gateway Airport and the shipping company will provide in writing that their company uses dedicated tankers for transporting fuel to Phoenix-Mesa Gateway Airport and identify those tankers by number or license plate.

**Fuel Receipts and Quality Check Standards**

Prior to offloading of any tanker all documentation will be reviewed by the Facility Operator and the truck driver. This will include a bill of lading (BOL) that includes the destination, batch number, fuel grade or type, quantity shipped and certification of meeting requirements of ASTM D1655.

A fuel sample of the tanker will be taken from each transport truck tank compartment and the Facility Operator will perform the following tests prior to accepting fuel into storage:

- A. Visual appearance in white bucket
  - If during the white bucket test, visible contamination is observed, more than one sumping may be required to clear it. If contamination remains after five (5) one-gallon individual samples from one tank compartment, the load will be rejected.
- B. Gravity, corrected to 60 degrees F (15 degrees C).
  - Fuel shall be unacceptable and will be rejected if the gravity, corrected to 60 degrees F (15 degrees C), is not between 37 and 51 degrees EI (775-840 kg/m<sup>3</sup>).
  - Additionally, any variance of more than 1.0 between observed EI and that listed on the delivery BOL shall not be accepted into storage.