

REQUEST FOR PROPOSALS (RFP)

AVIATION FUEL SUPPLIER

MESA GATEWAY AIRPORT AUTHORITY (MGAA)

Issue date: August 4, 2026

MGAA reserves the right to revise the solicitation schedule by written Addendum.

RFP INFORMATION	
SOLICITATION 2027-001-RFP	
Contact	Marian Whilden, Procurement Officer
Email Address	mwhilden@gatewayairport.com
Pre-Submittal Meeting	Date: August 18, 2026 Time 2:00 PM (Arizona Time) Location: Mesa Gateway Airport Authority Administration Building 5835 S. Sossaman Road Mesa, AZ 85212
Site Tour	Immediately following the Pre-Submittal Meeting <u>Offerors must register before the tour</u> – see page 4 for Site Tour registration instructions
RFP Submittal Mailing/Delivery Address	5835 S. Sossaman Road Mesa, AZ 85212
Due Date for Questions and Clarifications	August 28, 2026 by 5:00 PM (Arizona Time)
*RFP Submittal Due Date	September 16, 2026 by 2:00 PM (Arizona Time)

***MGAA's Administration Offices are closed on Fridays, Saturdays, and Sundays; therefore, submittals will not be accepted on these days.**

Request for Proposals

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Public Record Notice

All submittals in response to this solicitation shall become the property of Mesa Gateway Airport Authority (“MGAA”), shall not be returned to Offeror, and shall become a matter of public record available for review subsequent to the contract award.

Please note that MGAA’s Procurement Policy requires:

If the Offeror deems any portion of its submittal as confidential, the Offeror must label each and every page of the confidential portions with: “Trade Secret”, “Confidential”, and/or “Proprietary”. The Offeror must also list each of the materials it deems confidential at the beginning of its proposal, and provide a written, detailed justification for not making such material public, along with its submittal.

The Offeror shall bear the burden of establishing that requested confidential treatment is authorized by applicable law.

Additional information and requirements can be found in MGAA’s complete “Public Access to Procurement Information” contained in MGAA’s Procurement Policy that is available under the Policies, Documents, and Forms link at:

<https://www.gatewayairport.com/policiesdocumentsandforms>

MGAA encourages all Offerors to review this policy in its entirety prior to submitting a proposal.

SITE TOUR AND REGISTRATION

Following the Pre-Submittal Meeting, MGAA will conduct a non-mandatory Site Tour of the Airport's fuel facilities and other areas relevant to this solicitation. The Site Tour is intended to familiarize prospective Offerors with the existing facilities and operational environment. It will include the Airport's existing fuel storage facilities, fuel farm, refueler staging areas, and other locations relevant to the services and Optional Enhancements described in this RFP.

Attendance at the Site Tour is not required to submit a Proposal; however, participation is strongly encouraged.

Offerors wishing to attend the Site Tour must register in advance as follows:

1. **Registration is required.**
2. Attendance is limited to two (2) representatives per Offeror, unless otherwise approved by the Procurement Officer.
3. To register, email mwhilden@gatewayairport.com no later than 5:00 p.m. (Arizona Time) on August 14, 2026.
4. MGAA will confirm each registration by email.
5. The Site Tour will depart immediately following the Pre-Submittal Meeting from the MGAA Administration Office.
6. Late arrivals may not be accommodated.
7. Oral statements made during the Site Tour are not binding. Any interpretation, clarification, correction, or modification to this RFP will be made only through a written Addendum issued by MGAA.

Section One - Offeror Information and Instructions

A. GENERAL INFORMATION ON SOLICITATION PROCESS

1. **Availability of Solicitation.** The solicitation package is available on MGAA's website (gatewayairport.com) under the [Current Solicitations](#) section under the Business | Procurements, Vendors & Surplus Property section.
2. **Addenda.** If MGAA deems it necessary to amend the solicitation, an Addendum will be prepared in writing and posted to MGAA's website. Offerors are responsible for obtaining all addenda via MGAA's website within the relevant solicitation in the [Current Solicitations](#) section under the Business | Procurements, Vendors & Surplus Property section or by other means. Failure to acknowledge Addenda may render the Proposal non-responsive. Any Addenda issued by MGAA will become a part of the RFP. Offeror shall acknowledge receipt of each addendum by completing Attachment J and returning the document, as part of the Offeror's submittal under this RFP.
3. **Familiarization with Requirements.** It is the Offeror's responsibility to examine the entire solicitation package and seek clarification of any requirement or Agreement term 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 the due date and time. All submissions must comply with applicable MGAA rules, regulations, and policies.
4. **Cost of Submittal Preparation.** MGAA 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 MGAA employee unless the solicitation specifically identifies additional person(s) as a contact.
 - b. Submission of Inquiries. All inquiries shall be submitted via electronic mail and shall refer to the appropriate solicitation number, page, and paragraph. MGAA shall consider the relevancy of the inquiry. MGAA reserves the right to determine whether a response is necessary. All questions must be submitted by the date and time specified in this RFP for MGAA to consider its relevancy.
 - c. Oral Responses. Oral interpretations or clarifications will be without legal effect. An Offeror shall not rely on oral responses to inquiries. An oral reply to an inquiry does not constitute a modification of the solicitation.
6. **Offer and Acceptance Period.** Proposals, including the Offeror's submitted Fuel Supply Agreement and all pricing, terms, and conditions offered in response to this Solicitation, shall remain valid and irrevocable for one hundred twenty (120) calendar days following the Proposal Due Date, unless otherwise extended by mutual written agreement between MGAA and the Offeror.
7. **Solicitation Results.** Results are not provided in response to telephone inquiries. A list of Offerors that submitted a proposal will be published on MGAA's website under the relevant solicitation within the [Current Solicitations](#) section.

8. 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 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 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. MGAA 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, MGAA 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.

9. 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 business days following public posting of MGAA's award recommendation. The formal protest must contain the following information.
 - i. MGAA'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 that the protest is made in good faith.
 - iii. A statement of all facts alleged and all rules, regulations, statutes, or constitutional provisions that entitle 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 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 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 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.
- 10. **Special Provisions.** Wherever special provisions are written into the Special Provisions and Specifications (Section Two) and the Submittal Section (Section Three), which are in conflict with conditions stated in these Instructions to Offerors, the provisions stated in the Special Provisions and Specifications shall take precedence.
- 11. **Conduct.** All submissions and Offeror conduct must comply with applicable MGAA policies, rules, and procedures. Direct contact with the MGAA Board of Directors and/or MGAA 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 Officer listed above. Unauthorized contact with any MGAA Board of Directors, and/or MGAA staff or representatives may be cause for rejection of proposals. This restriction shall remain in effect until contract award or cancellation of the solicitation.
- 12. **Cancellation of RFP.** MGAA may cancel this RFP at any time.
- 13. **Title VI Solicitation Notice.** The **Mesa Gateway Airport Authority**, 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), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

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. Facsimiles or electronic mail proposals shall not be considered.
 - c. Confidential, Trade Secret and Proprietary Information. Requests for nondisclosure of information deemed Confidential, Trade Secret, and/or Proprietary must be made in accordance with MGAA's Procurement Policy. Please review MGAA's complete "Public Access to Procurement Information" contained in MGAA's Procurement Policy that is available under the Policies, Documents, and Forms link at:
<https://www.gatewayairport.com/policiesdocumentsandforms>.
- 2. **Proposal Submittal.**
 - a. Submission Package. The specified number of copies of the submittal (see Section Three) 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 not considered.



- c. No Modifications. Modifications are not permitted after proposals have been opened except as otherwise provided under applicable law, such as a specific request by MGAA for 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.
- 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 withdrawals shall not be considered.

After the proposal due date and time, proposals may not be withdrawn except with the prior written consent of the Procurement Officer, which may be granted only in cases of demonstrated hardship, material mistake, or other good cause as determined in the sole discretion of MGAA.

Unauthorized withdrawal of a proposal after the due date may result in disqualification from the current procurement, if resolicited, and may affect the Offeror's eligibility for future solicitations issued by MGAA.

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. MGAA reserves the right to request clarifications from any Offeror when necessary to obtain a full and complete understanding of the Offeror's Proposal. Clarification means a communication with an Offeror for the sole purpose of resolving ambiguities, inconsistencies, or minor irregularities in the Proposal and does not provide the Offeror an opportunity to revise or modify its Proposal. Clarifications are not discussions or negotiations and shall not result in a material change to the Proposal unless MGAA formally requests Best and Final Offers or otherwise conducts negotiations as provided in this Solicitation.
- d. Response Rejection. Except as provided in Attachment I with respect to specific requests related to the Fuel Facility User Agreement, submission of additional terms, conditions, and/or agreements with the proposal response may result in rejection. Inclusion of general or vague statements or invitations to discuss further with the proposal response, Attachment I, may result in rejection.

4. **Award of Agreement.**

- a. Rights of MGAA. MGAA reserves the right to award to whichever Offeror(s) is deemed most advantageous to MGAA. MGAA may reject any or all submittals, waive any minor informality or irregularity in submittals received, reject alternate proposals not requested by this solicitation, and reserve the right to reject the submittal(s) of any Offeror who has previously failed to perform competently in any contract with MGAA.
- b. Selection. The agreement shall be awarded using the criteria outlined in Section Three.
- c. Notification. Prior to contract award, the selected successful Offeror(s) will be notified of their apparent selection for contract award.



- d. Agreement Execution. Following the Notice of Intent to Award, the successful Offeror shall execute MGAA's Fuel Facility User Agreement (Exhibit 2) and execute the Fuel Supply Agreement submitted with its Proposal, as reviewed and approved by MGAA, including any mutually agreed-upon revisions resulting from the evaluation and negotiation process.

If the parties are unable to execute both agreements within thirty (30) calendar days following the Notice of Intent to Award, or within such additional time as approved by MGAA, MGAA may, in its sole discretion, cancel the proposed award and begin negotiations with the next highest-ranked Offeror. MGAA may continue this process with successive ranked Offerors until mutually acceptable agreements have been executed or MGAA elects to cancel the solicitation.

- e. Contract Documents and Order of Precedence. The successful Offeror shall agree that the contractual relationship between the parties shall consist of the following Contract Documents: (1) any executed amendments; (2) the executed Fuel Supply Agreement; (3) MGAA's Fuel Facility User Agreement; (4) Solicitation No. 2027-001-RFP, including all addenda; and (5) the successful Offeror's Proposal, including any written clarifications and negotiated revisions accepted by MGAA. In the event of any conflict or inconsistency among the Contract Documents, they shall govern in the order listed above. The successful Offeror shall not require its Fuel Supply Agreement to contain an integration, merger, or similar provision that conflicts with this Order of Precedence.

The successful Offeror shall honor and perform all pricing, services, Optional Enhancements (if awarded), representations, and other commitments accepted by MGAA and incorporated into the Contract Documents throughout the Contract term and any exercised extension term, unless otherwise expressly provided in the Contract or modified by mutual written agreement of the Parties. Pricing adjustments shall be permitted only as expressly authorized by the Contract.



Section Two – Special Provisions and Specifications

A. PROCUREMENT OVERVIEW

Mesa Gateway Airport Authority (MGAA) is soliciting proposals from qualified aviation fuel suppliers to furnish bulk and branded Jet-A and 100LL aviation fuels for resale through Gateway Aviation Services, MGAA's fixed base operation, and to provide associated fuel supply, merchant services, and technical support in accordance with the requirements of this RFP.

The anticipated commencement date of the Fuel Supplier Contract is April 1, 2027. The Contract shall remain in effect for an initial term of five (5) years, with one (1) optional five (5) year extension, exercisable at the sole discretion of MGAA, unless sooner terminated or canceled in accordance with the terms of the Contract.

MGAA will hold the Government/Defense Logistics Agency (DLA) Contract during the term(s) of the Contract.

MGAA intends to award a single contract to one qualified aviation fuel supplier.

B. CURRENT AIRPORT FUEL STORAGE AND OPERATIONS

1. Gateway Aviation Services, owned and operated by MGAA since 1996, is the Airport's sole fixed-base operator. Gateway Aviation Services provides ground handling services and sells 100LL Avgas and Jet-A fuel to based and transient aircraft customers. The current fuel supplier is World Fuel Services, Inc, which has supplied bulk and branded fuel to MGAA. Gateway Aviation Services is staffed by 35 personnel, four customer service representatives, 20-line service specialists, four supervisors, one lead, two fuel facility specialists, three managers, and one director.

2. Aviation fuel is stored in several above-ground storage tanks. Jet-A fuel is stored in five (5) 50,000- gallon Jet-A tanks and six (6) 25,000-gallon Jet-A tanks for a total storage capacity of 400,000 gallons. 100LL Avgas is stored in a single 12,000-gallon tank.

3. Refuelers.

MGAA operates a total of ten (10) mobile refuelers for aviation fuel delivery. MGAA owns the following:

- One (1) 10,000-gallon Jet-A refueler
- One (1) 7,000-gallon Jet-A refueler
- One (1) 1,500-gallon Avgas refueler

MGAA leases the following refuelers from its current fuel supplier:

- Two (2) 10,000-gallon Jet-A refuelers
- Two (2) 7,000-gallon Jet-A refuelers
- One (1) 1,500-gallon Avgas refueler
- One (1) 1,000-gallon Avgas refueler

In addition to the aviation refuelers, MGAA owns and operates a split tank 500 unleaded/1,000 gallon diesel refueler for fueling MGAA operating equipment and MGAA customer Ground Service Equipment.

4. Fuel Usage

The most recent four-year historical usage for aviation fuels, in gallons, at MGAA is as follows:



Fiscal Year	100LL Avgas	JetA Retail	DLA	JetA Contract	Non-Signatory Comm/Cargo	FY Total Gallons
FY22	469,052.3	568,493.0	1,708,610.0	2,496,949.0	822,456.0	6,065,560.3
FY23	470,398.6	788,319.0	963,445.0	2,533,534.0	1,088,936.0	5,844,632.6
FY24	467,098.5	784,296.0	1,643,579.0	1,918,319.0	265,610.0	5,078,902.5
FY25	595,371.5	1,509,652.0	1,192,058.0	1,904,366.0	606,584.0	5,808,031.5
Totals	2,001,920.9	3,650,760.0	5,507,692.0	8,853,168.0	2,783,586.0	22,797,126.9

Four-year historical usage for unleaded and diesel fuel used at MGAA:

Fiscal Year	DIESEL	UNLEADED	Total Gallons
FY22	64,910.1	46,015.1	110,925.2
FY23	58,116.6	47,290.6	105,407.2
FY24	64,431.9	45,681.1	110,113.0
FY25	68,474.4	48,857.2	117,331.6
Totals	255,933.0	187,844.0	443,777.0

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

Fiscal Year	Signatory Commercial
FY22	13,596,269
FY23	11,948,340
FY24	12,623,179
FY25	14,741,179
Totals	52,908,967

Note: One airport tenant may evaluate the feasibility of purchasing AVGAS 100LL directly from a supplier rather than through MGAA. MGAA cannot predict whether this change will occur during the term of the Contract. Offerors should consider the historical fuel usage provided in this RFP as estimates only and acknowledge that actual fuel purchases may vary.

5. Hours of Operations: For the purpose of this RFP, Gateway Aviation Services is open 24 hours a day, 7 days a week, 365 days a year. Fuel shipments are generally delivered between 5:00 a.m. and 3:00 p.m. any day of the week, unless 24-hour prior permission is arranged.
6. MGAA provides all maintenance and quality control inspections for the mobile refueling equipment and fuel storage tanks. Gateway Aviation Services personnel receive fuel shipments, complete all documentation related to acceptance of the products, and maintain the records necessary to track the movements of fuel from the fuel storage facility to the end user.
7. Fuel Storage and Distribution Operations
MGAA owns, operates, and maintains the Airport's aviation fuel storage facilities, including all fuel storage tanks and associated equipment. Gateway Aviation Services personnel receive fuel deliveries, perform product acceptance inspections, complete all required receiving documentation, and maintain records necessary to track fuel movement from the fuel storage facility to the end user.



MGAA currently permits limited commingling of Jet-A fuel within its fuel storage system for certain tenants and airline fueling operations. Such commingling is managed by MGAA in accordance with its operational requirements, fuel quality control procedures, and applicable industry standards. Access to and use of MGAA's fuel storage facilities is subject to the execution of MGAA's Fuel Facility User Agreement and compliance with all applicable fuel quality and operational requirements.

8. Total credit card transactions and gross sales for FY26 are as follows:

Report Dates – 7/1/25 through 5/31/26

	Total CC Transactions	Total CC Gross Sales
American Express	1,923.00	\$ 595,262.52
Avcard	20,815.00	\$ 3,097,206.43
Discover	27.00	\$ 2,722.96
MasterCard	1,102.00	\$ 652,618.72
MultiService	36.00	\$ 19,122.46
Visa	1,111.00	\$ 645,967.34
World Fuel Contract	1,414.00	\$ 1,266,197.23
Totals	26,428.00	\$ 6,279,097.66

9. Fuel is currently delivered by semi to MGAA.

C. MINIMUM REQUIREMENTS

Offeror shall:

1. Be legally authorized to conduct business in Arizona
2. Hold all licenses, permits, and registrations required to sell and distribute aviation fuel in Arizona
3. Be in good standing with all applicable federal and state regulatory agencies.
4. Have demonstrated experience supplying aviation fuel to airports or aviation fueling facilities of similar size and operational complexity
5. Maintain the capability to provide uninterrupted fuel supply through established refinery, terminal, pipeline, and/or transportation agreements
6. Be in and continue to comply with the term(s) of the Contract with FAA requirements, EPA, ADEQ, OSHA, DOT/PHMSA hazardous materials regulations, and applicable NFPA standards

D. DEFINITIONS AND INTERPRETATIONS

Unless otherwise specified, the following terms shall have the meanings set forth below when used in this RFP and any resulting Contract.

Alternate Supply Source – A refinery, terminal, rack, or other fuel distribution point, other than the Primary Supply Point, from which the Offeror may obtain aviation fuel for delivery to MGAA.



Base Fuel Differential – The per-gallon pricing component proposed by the Offeror that is added to the applicable fuel cost index or rack price identified in the Offeror's Proposal to determine the Delivered Fuel Price. The Base Fuel Differential shall include all costs associated with providing the fuel supply and services required under this RFP, including applicable services, support, and other obligations, excluding only those costs specifically identified in the Proposal as pass-through costs or otherwise approved by MGAA. The Base Fuel Differential does not include costs associated with Optional Enhancements unless specifically included by the Offeror in a Revised Fuel Differential. The Base Fuel Differential does not include Freight, Freight Fuel Surcharges, Freight Ancillary Fees, Terminal/Pipeline Fees, Taxes, or other pricing components separately identified in the Proposal.

Base Proposal - The Offeror's Proposal submitted in response to the requirements of this RFP excluding any Optional Enhancements identified in this RFP. The Base Proposal includes all required fuel supply, delivery, services, pricing, and other requirements necessary for MGAA to evaluate the Offeror's standard fuel supply solution. The Base Proposal does not include any pricing, costs, or services associated with Optional Enhancement No. 1, Optional Enhancement No. 2, or any combination thereof unless specifically identified by the Offeror as part of an Optional Enhancement proposal.

Contract – The written agreement executed between MGAA and the Successful Offeror resulting from this RFP, including all exhibits, attachments, amendments, and incorporated documents.

Contract Fuel - Aviation fuel purchased by an aircraft operator, aircraft owner, or other eligible customer through the successful Offeror's contract fuel program or network pricing program, where the fuel price is established pursuant to a separate agreement between the successful Offeror (or its affiliated contract fuel program) and the customer, rather than MGAA's posted retail fuel price.

Contract Fuel Program - The successful Offeror's contract fuel sales program, network pricing program, or similar commercial arrangement through which eligible customers purchase aviation fuel at prices established by the successful Offeror or its affiliated network.

Delivered Fuel Price – The total per-gallon price payable by MGAA for delivered fuel, consisting of the Fuel Formula Price plus all applicable freight, freight fuel surcharges, ancillary freight fees, terminal or pipeline fees, taxes, and any other charges identified in the Offeror's Proposal.

Delivery Window – The period beginning when MGAA places an order and ending when the fuel delivery is completed at MGAA's fuel facility.

Demurrage – The Primary Carrier's fee imposed for excess wait times at the terminal, or at the Offeror's facility.

Freight – The transportation cost associated with delivery of aviation fuel to MGAA based on the Offeror's identified Primary Carrier, as provided in the Offeror's Proposal. If the Offeror utilizes a Secondary Carrier or alternate transportation provider identified in its Proposal, or an alternative transportation provider approved by MGAA, any applicable freight costs shall be handled in accordance with the executed Contract Documents. Freight costs may be adjusted during the Contract term only as permitted under the executed Contract Documents.

Freight Ancillary Fees – Any additional freight-related charges, fees, or costs associated with transportation of aviation fuel to MGAA that are not included in the Freight or Freight Fuel Surcharge components, as identified in the Offeror's Proposal. Ancillary Freight Fees may be adjusted during the Contract term only as permitted under the executed Contract Documents.

Freight Fuel Surcharge – Any fuel-related surcharge applied by the transportation provider or carrier for delivery of aviation fuel to MGAA, as identified in the Offeror's Proposal. Freight Fuel Surcharges may be adjusted during the Contract term only as permitted under the executed Contract Documents.

Freight Other Fees – Any additional freight-related costs or charges not otherwise identified in the Proposal. Other Freight Fees may be adjusted during the Contract term only as permitted under the executed Contract Documents.



Freight Equalization – Applying the same freight rates from the Primary Supply Point to the Alternate Supply Point.

Fuel Formula Price – The sum of the applicable fuel cost index and the Offeror's proposed Fuel Differential. The Fuel Formula Price represents the commodity component of the delivered fuel price and excludes freight, surcharges, terminal or pipeline fees, ancillary freight charges, taxes, and other applicable charges.

Index Price - The applicable per-gallon price derived from the Offeror's proposed regional Platts Index and used as the index component in the fuel pricing formula.

Offeror – Any individual, partnership, corporation, limited liability company, joint venture, or other legal entity submitting a Proposal in response to this RFP.

Optional Enhancement - A voluntary offering identified by MGAA in this RFP that an Offeror may propose in addition to the Base Proposal. Optional Enhancements may include Optional Enhancement No. 1 (Refueler Fleet) and Optional Enhancement No. 2 (Storage Solution). MGAA reserves the right to accept or reject any Optional Enhancement independent of its evaluation of the Base Proposal.

Platts Index - The applicable regional aviation fuel price index published by S&P Global Commodity Insights (or its successor) and identified by the Offeror in its Proposal as the basis for calculating the Delivered Fuel Price under the Contract.

Primary Carrier – The Offeror's Primary Carrier that will deliver fuel.

Primary Supply Point – The refinery, terminal, or fuel rack identified by the Offeror as the primary location from which aviation fuel will be supplied to MGAA.

Proposal – The complete response submitted by an Offeror in response to this RFP.

Revised Fuel Differential – The per-gallon pricing component proposed by the Offeror for a specific Optional Enhancement scenario identified in Attachment B that is added to the applicable fuel cost index or rack price identified in the Offeror's Proposal to determine the delivered fuel price. The Revised Fuel Differential shall include all costs associated with providing the fuel supply and services required under this RFP, including all applicable services, support, and other obligations, plus all costs associated with providing the applicable Optional Enhancement(s), including capital recovery, financing costs, operating costs, maintenance costs, and other related expenses, excluding only those costs specifically identified in the Proposal as pass-through costs or otherwise approved by MGAA. The Revised Fuel Differential does not include Freight, Freight Fuel Surcharges, Freight Ancillary Fees, Terminal/Pipeline Fees, Taxes, or other pricing components separately identified in the Proposal.

Secondary Carrier – The Offeror's secondary, or back-up Carrier that will deliver fuel.

Successful Offeror – The Offeror selected by MGAA for contract award.

E. PROPOSAL RESTRICTION

1. Each Offeror shall submit only one Proposal in response to this RFP.
2. An Offeror, including any parent company, subsidiary, affiliate, joint venture participant, commonly owned entity, or entity under common control, may participate in only one Proposal submitted in response to this solicitation.
3. Submission of multiple Proposals by affiliated entities, or participation in more than one Proposal, may be grounds for rejection of all affected Proposals, as determined by MGAA in its sole discretion.
4. For purposes of this Section, entities shall be considered affiliated if they directly or indirectly control, are controlled by, or are under common ownership or common control with another Offeror.



F. SCOPE OF WORK

1. Fuel Supply
 - a. Offeror shall provide MGAA with the following types of fuels on an as-needed basis: Jet-A and 100LL Avgas
 - b. Product Specifications and Standards.
 - i. Jet-A fuel shall conform to ASTM D-1655 specifications, latest revisions, and shall not be pre-mixed with Fuel System Icing Inhibitor (FSII).
 - ii. 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 MGAA.
2. Delivery / Supply
 - a. Provide ordering capability 24 hours a day, 7 days a week.
 - b. Provide Jet-A delivery capability 24 hours a day, 7 days a week, including emergency and after-hours deliveries, subject to fuel availability at the applicable rack or terminal. AVGAS delivery shall be available during the operating days and hours of the applicable AVGAS supply rack. If fuel is unavailable at the applicable rack or terminal, the Offeror shall provide delivery at the earliest available date and time and shall promptly notify MGAA of any anticipated delay or supply constraint.
 - c. Provide delivery within a twenty-four (24) hour Delivery Window following placement of an order by MGAA, subject to fuel availability at the applicable rack or terminal. For AVGAS, the Delivery Window shall apply during the operating days and hours of the applicable AVGAS supply rack. If delivery cannot be completed within the Delivery Window due to fuel availability constraints, the Offeror shall provide MGAA with immediate notice and the earliest available delivery date and time.
 - d. Use dedicated tankers for shipping fuel to MGAA.
 - e. Provide at least thirty (30) days' written notification before changing subcontracted transportation providers.
 - f. Establish a Primary and Secondary Carrier for fuel delivery to MGAA.
 - g. Provide electronic copies of bills of lading and certificates of analysis within two (2) days of MGAA's request.
 - h. The successful Offeror shall permit and support the commingling of Jet-A fuel within MGAA's fuel storage system, as directed by MGAA. Commingling capability is a critical operational requirement that provides MGAA the flexibility to maintain multiple fuel inventories and support airline into-plane fueling contracts. All commingled fuel shall continue to meet applicable ASTM specifications and accepted aviation fuel quality control standards.
 - i. Changes to Supply Source or Pricing Index. The Primary Supply Point, Alternate Supply Point(s), and regional Platts index identified in the successful Offeror's Proposal shall serve as the basis for performance under the Contract. The successful Offeror shall not change its Primary Supply Point or the regional Platts index used for pricing without MGAA's prior written approval. Any request for such change shall include the reason for the proposed change and sufficient information for MGAA to evaluate the operational and pricing impacts. Approval or denial of any requested change shall be at MGAA's sole discretion.
3. Fuel Pricing
 - a. Fuel Prices will be quoted on a per-gallon basis, carried out to 5 (five) decimal places.
 - b. Successful Offeror shall provide MGAA with weekly pricing notifications that lists the effective date and separately identifies each component of the Delivered Fuel Price, including the Fuel Formula Price, Freight, Freight Fuel Surcharge, Freight Ancillary Delivery Fees, Freight Other Delivery Fees, and all applicable taxes.
 - c. In addition to standard weekly pricing notifications, MGAA requires a daily email identifying the calculated fuel price for Jet-A and 100LL AVGAS (Index Price plus applicable Fuel Differential).
 - d. Fuel supplied from an Alternate Supply Point shall be priced using the same pricing methodology and cost components proposed for the Primary Supply Point. The Offeror's proposed Fuel Differential(s) and all other applicable pricing components shall remain consistent with the Offeror's Proposal, except for adjustments resulting from the Alternate Supply Point commodity price and documented freight or transportation costs, as applicable.
 - e. MGAA recognizes that Offerors may utilize different supply points or transportation strategies to support fuel supply reliability. Offerors may propose Freight Equalization as part of an Alternate Supply Point



strategy or other supply assurance solution. Any proposed Freight Equalization methodology shall be subject to MGAA's review and approval and shall be implemented only in accordance with the executed Contract Documents.

- f. Increases or decreases in freight-related charges specifically identified in the Contract, and supported by the documentation required under Section F.4 below, shall be passed through to MGAA.
- g. Offeror's proposal shall use the following pricing method.
 - i. Jet-A fuel pricing will be based on the weekly index for the prior week's (Monday through Friday) Platts Index for the Contract term(s). Offeror shall identify the regional Platts Index upon which its proposed pricing is based (See Attachment A).
 - ii. Pricing for Jet-A fuel shall be based on the Platts Index (Index Price) Offeror proposed for the Contract in Attachment A to establish a per-gallon Fuel Cost, plus all applicable local, state, and federal taxes, plus freight charges from the local rack to MGAA, plus a Differential.
 - iii. Contract Fuel shall be offered on a non-exclusive direct-purchase basis, not a buy-back.
 - iv. Pricing for 100LL AVGAS shall be based on the weekly index for the prior week's (Monday through Friday) Platts Premium Unleaded Index (**not Offeror's rack price**) for the Contract term(s). Offeror shall identify which regional Platts Index it used in its proposal (See Attachment A)
- h. Offeror's Fuel Differential(s) shall cover all costs and expenses the Offeror deems appropriate to meet the requirements of this RFP and to provide the services and support included in the Offeror's proposal.

4. Freight Charges and Adjustments

- a. Offerors shall separately identify all freight-related charges included in their proposed pricing, including Freight, Freight Fuel Surcharge, Freight Ancillary Delivery Fees, and Freight Other Delivery Fees.
- b. Offerors are encouraged to propose fixed freight rates for the longest possible portion of the Contract term, including any exercised extension term.
- c. If freight rate adjustments are proposed during the Contract term, the Successful Offeror shall provide MGAA with written notice at least thirty (30) calendar days prior to the proposed effective date of the adjustment.
- d. Any proposed freight adjustment shall be supported by documentation from the applicable third-party carrier, terminal operator, or other transportation provider demonstrating the basis for the adjustment. Documentation prepared solely by the Successful Offeror shall not constitute sufficient support for a freight adjustment.
- e. No freight adjustment shall become effective unless reviewed and approved in writing by MGAA.
- f. Any reductions in freight costs or other transportation-related expenses shall be passed through to MGAA in the same manner as increases.
- g. Demurrage charges, driver wait-time charges, or similar delivery delay charges incurred while delivering fuel to MGAA shall be the responsibility of the Successful Offeror and shall not be billed to MGAA.
- h. MGAA reserves the right to request additional documentation and to audit any freight-related charges or pass-through costs during the term of the Contract, and for one (1) year following final payment, to verify compliance with the Contract pricing provisions.

5. Payment Terms

- a. Payment terms shall be no less than Net 10, although Offeror may provide a discount for a shorter term, up to and including Net 7-day terms. Such a discount shall be clearly stated in CPG or basis points. Offeror shall provide direct purchase Contract Fuel billing transactions non-exclusively and not on a buy-back. MGAA reserves the right to provide any customer services using a retail transaction.

6. Merchant Services

- a. Offeror shall have a credit card program that utilizes standard Point of Sale (POS) equipment and supports usage of all modern POS software (FBO 360/Next Gen, FBO Director, X1 FBO).
- b. Offeror shall provide credit card services for the following: Offeror's Company credit card for the brand of fuel provided by the successful Offeror; Master Card, Visa, Discover, AVCARD, Multi Service Aviation card, and American Express.
- c. The rates for processing fees will be locked for the term(s) of the Contract.



- d. The Successful Offeror shall work cooperatively with MGAA throughout the Contract term to identify opportunities to reduce merchant services processing costs while maintaining efficient customer payment options.

7. Technical Support

- a. Throughout the term of the Contract, the Offeror shall provide technical, operational, and customer support necessary to assist MGAA in the efficient operation of its aviation fueling facilities.
- b. At a minimum, the Offeror shall:
 - i. Designate a primary account representative authorized to respond to operational, pricing, delivery, and contract-related issues.
 - ii. Designate a backup account manager authorized to respond to operational, pricing, delivery, and contract-related issues.
 - iii. Provide access to knowledgeable personnel capable of responding to fuel quality, product specification, supply, delivery, and operational questions.
 - iv. Provide timely notification of refinery outages, terminal disruptions, transportation delays, allocation programs, or other events that could impact fuel availability or pricing.
 - v. Provide market information and pricing updates upon request.
 - vi. Assist MGAA in resolving product quality concerns, delivery issues, or operational problems related to the supply of aviation fuel.
 - vii. Coordinate with MGAA regarding planned maintenance, terminal changes, transportation issues, or other matters affecting fuel deliveries.

8. Quality Assurance

- a. The Offeror shall maintain a comprehensive aviation fuel quality assurance program throughout the term of the Contract to ensure all fuel delivered to MGAA meets applicable industry standards and specifications.
- b. At a minimum, the Offeror shall:
 - i. Deliver only aviation fuel meeting the latest applicable ASTM specifications and all applicable federal and industry requirements.
 - ii. Maintain documented quality control procedures for the storage, handling, transportation, and delivery of aviation fuel.
 - iii. Ensure all transportation equipment used to deliver aviation fuel is dedicated to aviation fuel service and maintained in accordance with applicable industry standards.
 - iv. Provide documentation, certificates of analysis, bills of lading, shipping documentation, and other fuel quality records upon request.
 - v. Immediately, but no later than two (2) hours after discovery, notify MGAA of any suspected or confirmed fuel contamination, off-specification product, transportation incident, or other event that could affect fuel quality or operational safety.
 - vi. Cooperate fully with MGAA during any fuel quality investigation and assist in resolving any fuel quality issue affecting MGAA's operations.
 - vii. Maintain records necessary to demonstrate compliance with this Section and provide such records to MGAA upon request.

9. Safety

- a. The Offeror shall conduct all operations in a safe manner and shall comply with all applicable federal, state, local, airport, and industry safety requirements throughout the term of the Contract.
- b. At a minimum, the Offeror shall:
 - i. Provide and maintain a written safety program applicable to the services provided under this Contract.
 - ii. Ensure all employees, subcontractors, transportation contractors, and delivery personnel comply with applicable safety requirements while operating on Airport property.
 - iii. Ensure all delivery personnel are properly trained in aviation fuel handling, hazardous materials transportation, spill prevention, spill response, and emergency procedures.
 - iv. Immediately report any fuel spill, accident, injury, fire, property damage, security incident, or environmental release occurring on Airport property.



- v. Be responsible for the actions of its employees, subcontractors, transportation contractors, and delivery personnel while performing work under this Contract.
- c. MGAA reserves the right to suspend or prohibit any individual or vehicle from Airport property for violations of Airport rules, unsafe practices, or failure to comply with applicable safety requirements.

10. Fuel Supply Reliability and Continuity of Service

- a. MGAA requires a reliable and uninterrupted supply of aviation fuel to support Airport operations. The Offeror shall maintain sufficient supply capabilities throughout the term of the Contract to minimize disruptions to Airport operations.
- b. MGAA encourages Offerors to propose additional supply assurance strategies that exceed the minimum requirements of this RFP and enhance the reliability, flexibility, or resiliency of MGAA's fuel supply program.
- c. At a minimum, Offeror shall:
 - i. Maintain established supply relationships with refineries, terminals, transportation providers, or other sources necessary to provide continuous fuel availability.
 - ii. Maintain contingency plans to address refinery outages, terminal closures, transportation disruptions, fuel allocation programs, natural disasters, or other events that may affect fuel availability.
 - iii. Maintain alternate supply sources that may be utilized when the primary supply source is unavailable.
 - iv. Immediately notify MGAA upon becoming aware of any actual or anticipated event that may delay deliveries, limit product availability, or otherwise affect MGAA's fuel supply.
 - v. Work cooperatively with MGAA to minimize operational impacts during any supply disruption and provide regular updates until normal deliveries resume.
 - vi. When requested by MGAA, prioritize deliveries to MGAA to the extent reasonably possible during periods of supply disruption.
 - vii. If the Offeror is unable to provide fuel in accordance with the requirements of this Contract, MGAA reserves the right to procure fuel from an alternate source without penalty until the Offeror is able to resume normal deliveries.

11. Optional Enhancements

- a. The Optional Enhancements described in this RFP are not minimum requirements of the Contract.
- b. Optional Enhancements described in this RFP are voluntary and are intended to provide additional value to MGAA beyond the requirements of the Base Proposal. Offerors may elect to submit one (1), both (2), or neither of the Optional Enhancements.
- c. MGAA is under no obligation to accept either Optional Enhancement and reserves the right to award a Contract based on:
 - i. The Base Proposal Only
 - ii. The Base Proposal plus Optional Enhancement No. 1;
 - iii. The Base Proposal plus Optional Enhancement No. 2; or
 - iv. The Base Proposal plus both Optional Enhancements
- d. The selection of one Optional Enhancement shall not obligate MGAA to accept the other Optional Enhancement.
- e. Optional Enhancement No. 1 – Refueler Fleet
 - i. MGAA currently requires the refueler fleet identified in Exhibit 3 to support its aviation fueling operations. Offerors may propose to provide the required refuelers as an Optional Enhancement to the Base Proposal.
 - ii. If refuelers are proposed under this RFP, the refuelers shall be provided to MGAA under a lease or similar arrangement at no cost to MGAA for the duration of the initial Contract term and any exercised extension term(s). The Offeror shall be responsible for all costs associated with provisioning, freight to MGAA, and placing in service. MGAA shall be responsible only for routine preventive maintenance and normal operating expenses during the term of the Contract.
 - iii. At the expiration or termination of the Contract, the Offeror shall be responsible for removing the refuelers from MGAA and shall bear all costs associated with transportation and return of the equipment. The refuelers shall be returned to the Offeror, subject to reasonable wear and tear resulting from normal use.



- iv. Any costs not specifically identified in Offeror's Proposal shall be deemed included in the Offeror's proposed pricing.
- f. Optional Enhancement No. 2 – Additional Fuel Storage
 - i. Offerors are encouraged to propose innovative solutions that expand MGAA's aviation fuel storage capacity and support future Airport growth. Proposed solutions may include on-airport facilities, off-airport facilities, leased storage, shared storage arrangements, mobile storage, or other concepts that the Offeror believes provide operational or economic benefit to MGAA.

12. Branding / Marketing

- a. At the Offeror's sole discretion, the Offeror may submit a proposed branding & signage program for MGAA's consideration. Submission of a Branding & Signage Program is voluntary and will not be evaluated as part of the Proposal.
- b. The cost of any proposed signage and branding program shall be borne entirely by the Offeror, including all costs associated with design, engineering, permitting, fabrication, shipping, handling, electrical work, MGAA facility modifications, installation, maintenance, repair, replacement, and removal.
- c. MGAA will be responsible for providing electric service to any powered signage.
- d. Any proposed signage or branding program shall be subject to MGAA's prior written review and approval. Approval of a proposed signage program shall be at MGAA's sole discretion.
- e. At the expiration or termination of the Contract, the Offeror shall remove all signage and restore affected areas to a condition acceptable to MGAA at no cost to MGAA.

13. The successful Offeror shall administer the Contract Fuel Program in accordance with MGAA's written program requirements, as may be revised by MGAA from time to time upon reasonable notice.

MGAA will provide the successful Offeror with Contract Fuel price notifications at least weekly identifying the applicable Contract Fuel direct purchase price. MGAA may provide updated price notifications more frequently as operationally necessary.

- 14. If the successful Offeror fails to satisfy the delivery or performance requirements of the Contract and does not promptly cure such failure after written notice, or if immediate procurement is necessary to maintain Airport operations, MGAA may procure fuel from alternate sources. Any such procurement shall be without prejudice to any other rights or remedies available to MGAA under the Contract or applicable law.
- 15. Title and risk of loss of fuel shall pass to MGAA at the time that the fuel passes the connection between the Offeror and the receiving meter located at MGAA 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.
- 16. MGAA may perform any quality control tests it desires and reserves the right to reject any delivery it deems unsuitable. Any rejected loads due to documented quality control issues are the responsibility of the Offeror.
- 17. Offeror shall take every precaution at all times for the protection of persons and property, including MGAA 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 ensure 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 MGAA with a written safety program for MGAA's approval that Offeror will follow in connection with the scope of work.

G. GENERAL REQUIREMENTS

- 1. Subcontracts: No portion of the work shall be subcontracted without prior written consent of MGAA. If a portion of the work is approved for subcontracting, the Offeror 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.

2. **Estimated Quantities:** The quantities of items specified in this RFP are estimates only and are not guarantees that MGAA will purchase the specified quantities. If MGAA'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.
3. Offeror may not impose retail/wholesale credit card-related discount/rebate programs that require MGAA's participation or funding. Further, Offeror may not impose retail/wholesale purchase programs requiring MGAA's participation or funding relating to customer volume discounts.
4. **Primary Fuel Supplier.** The successful Offeror shall serve as MGAA's primary supplier of Jet-A and 100LL aviation fuel during the Contract term(s). MGAA intends to purchase its normal fuel requirements from the successful Offeror; however, MGAA reserves the right to obtain fuel from alternate sources whenever reasonably necessary to maintain uninterrupted Airport operations, including during supply disruptions, emergencies, force majeure events, fuel allocation programs, or whenever the successful Offeror is unable to meet MGAA's operational requirements. Nothing in this Solicitation or the resulting Contract shall be construed as a minimum purchase commitment by MGAA.
5. **Contract Fuel Program.**
MGAA's preferred Contract Fuel Program utilizes a direct purchase model under which MGAA purchases aviation fuel directly from the successful Offeror and establishes the Contract Fuel pricing applicable to eligible Contract Fuel customers.

MGAA reserves the right to modify its Contract Fuel Program, including the pricing methodology, administrative procedures, and operational requirements, at any time during the Contract upon reasonable notice to the successful Offeror.



Section Three – Submittal

A. SUBMITTAL INFORMATION AND REQUIREMENTS

1. Offerors interested in responding to this solicitation should submit a Proposal to address the RFP criteria as specified. In addition, the following requirements apply:
 - a. Submit six (6) copies of the Proposal.
 - b. Submit (1) complete electronic copy of the Proposal on a flash drive.
 - c. Submit the Proposal in a sealed envelope with the solicitation number and the Offeror's name and address clearly indicated on the envelope.
 - d. Organize the Proposal into the sections listed below. Each section should be delineated by a divider with a tab labeled appropriately.
 - e. Proposals should be sturdily bound.
 - f. All sheets should be letter size (8½"×11") and must have a page number.
 - g. **The narrative responses to Tabs D through I shall not exceed thirty-five (35) single-sided pages.** Submissions exceeding the page limit may be considered non-responsive and may be returned to the Offeror without further evaluation. Pages having photos, charts, and/or graphs that provide additional evaluation information will be counted towards the maximum number of pages.
 - h. Proposal shall be typewritten and signed where required.
 - i. Font size shall be no smaller than 11pt.
 - j. **Late Submittals will not be accepted.**
2. Failure to include all information requested may cause such incomplete Proposals to be rejected and not be evaluated or considered in the selection process.
3. Information included within the Proposal may be used to evaluate your firm as part of any criteria, regardless of where that information is found within the Proposal. Information obtained from the Proposal and information from any other relevant source may be used in the evaluation and selection process.
4. Submission of Optional Enhancements is voluntary. However, Offerors are advised that if MGAA determines that the proposal representing the best value includes one or both Optional Enhancements, only those Offerors that submitted pricing and supporting information for the applicable Optional Enhancement(s) will be eligible for consideration under that award scenario.

Offerors that do not submit a particular Optional Enhancement will be evaluated only for the Base Proposal and any Optional Enhancement(s) they elected to submit.

B. SUBMITTAL

Please submit only the Submittal Section. Do not submit a copy of the entire solicitation document. The offeror is to submit the following:

Tab A – Attachment D, Proposal Cover Sheet

Tab B – Table of Contents (with page numbers)

Tab C - General Information (maximum of one page)

1. Cover Letter identifying the full company name and Offeror's primary place of business, legal company organization information (Corporation, LLC, Joint Venture, etc.), and a brief introduction of the company as it relates to the requested services.



Tab D – Company Qualifications and Experience

1. Provide information demonstrating the firm's qualifications to perform the services required under this RFP. At a minimum, include:
 - a. Organizational structure
 - b. Organizational chart identifying key personnel responsible for MGAA's account
 - c. Years supplying aviation fuel
 - d. Description of airport fueling experience
 - e. Geographic service area
 - f. Number of airport customers
 - g. Experience serving airports similar in size and operational complexity to MGAA
 - h. Description of the Offeror's supply network

Tab E – Fuel Supply and Delivery Plan

1. Describe how the Offeror will supply fuel to MGAA. Include:
 - a. Primary supply point
 - b. Alternate supply point(s)
 - c. Delivery schedule
 - d. Typical delivery lead times
 - e. Ordering procedures
 - f. Transportation methods
 - g. Dedicated tanker transportation company and Offeror's dedicated aviation fuel transportation program
 - h. Contingency plans during refinery outages
 - i. Fuel allocation procedures
 - j. Emergency delivery capability
2. Supply Assurance Strategy. MGAA places a high value on the reliability and continuity of aviation fuel supply. Offerors shall describe the strategies they will employ to ensure a reliable fuel supply throughout the term of the Contract, including during refinery outages, terminal disruptions, transportation interruptions, allocation programs, or other events that could affect fuel availability. For each proposed strategy, the Offeror shall describe:
 - a. How the strategy will be implemented and maintained throughout the Contract
 - b. Any operational requirements or limitations
 - c. Any impact on the proposed pricing
 - d. The benefits to MGAA's operations
3. Provide a detailed description of Offeror's Contract Fuel program, including:
 - a. How the program operates
 - b. How the program will enhance MGAA's ability to attract and retain aviation fuel customers
 - c. Any operational or administrative requirements for MGAA
 - d. Any limitations or conditions associated with the program
 - e. Describe any minimum gallon commitments or participation thresholds
 - f. Any other benefits the Offeror believes the program provides to MGAA
4. Freight Equalization. Offerors may propose Freight Equalization as part of an Alternate Supply Point strategy or other supply assurance solution. If proposed, describe the operational circumstances under which the strategy would be used and the associated benefits to MGAA.

Tab F – Fuel Quality Assurance Program

1. Provide a detailed description of the Offeror's fuel quality assurance program. Clearly identify which proposed strategies currently exist and which would be implemented following contract award. Include:
 - a. Fuel quality procedures
 - b. Product testing procedures
 - c. Transportation quality controls
 - d. Fuel contamination response procedures
 - e. Recordkeeping procedures



- f. Applicable industry standards followed
- g. Sample documentation used during deliveries

Tab G – Technical Support and Customer Service

1. Describe the support services available to MGAA throughout the Contract. Include:

- a. Account management structure
- b. Technical support resources
- c. Customer service availability
- d. Emergency contact procedures
- e. Pricing notifications
- f. Supply disruption notifications
- g. Reporting capabilities
- h. Merchant services
- i. Credit card programs
- j. Card Payment Strategy
 - i. The credit card brands and aviation payment cards supported
 - ii. Whether the Offeror offers or promotes any preferential or proprietary card programs and how those programs operate
 - iii. Any incentives or strategies used to encourage the use of lower-cost payment methods
 - iv. How the proposed merchant services program and payment processing strategy will assist MGAA in minimizing overall credit card processing fees
 - v. Reporting and analytical tools available to monitor card usage and processing costs
 - vi. Any additional recommendations the Offeror has for reducing MGAA's payment processing expenses
- k. Transaction reporting

Tab H – Safety Program

1. Provide:

- a. Written safety program
- b. Hazardous materials training
- c. Driver training
- d. Spill response procedures
- e. Emergency response procedures
- f. OSHA safety program
- g. Accident reporting procedures

Tab I – Administrative & Legal Information

1. List and describe:

- a. Any litigation, arbitration, and/or claims filed by your firm against any project owner as a result of a contract dispute
- b. Any governmental investigations involving aviation fuel quality, environmental compliance, or regulatory violations within the last five years
- c. Any claim filed against your firm
- d. Termination from a project

2. Following the instructions on Attachment K, provide the form to three (3) references for completion. The forms should be emailed directly to MGAA from the references, not from the Offeror. Completed forms received from an Offeror will not be accepted nor made part of an Offeror's submittal. Please note: While MGAA may be used as experience, MGAA cannot provide a reference for current and past MGAA experience.

Tab J – Pricing

Proposal Pricing Basis. For purposes of completing Attachment A, Offerors shall use the applicable Platts index pricing with an effective date of **August 11, 2026**, as the basis for their Proposal. All Offerors shall use the same effective Platts index date to ensure pricing is evaluated on a consistent basis.

Complete and submit the following attachments (Attachment B shall only be completed if the Offeror is submitting one or more Optional Enhancements).

1. Attachment A, Fuel Price Proposal
2. Attachment B, Optional Enhancement Pricing Proposal
3. Attachment C, Merchant Services Pricing
4. Offerors shall describe their proposed freight pricing methodology for the term of the Contract, including opportunities to provide freight rate stability. MGAA prefers proposals that include fixed or locked freight rates for the longest practicable period of the Contract. At a minimum, Offerors shall:
 - a. Identify whether the proposed Freight rate will remain fixed for any portion or the entirety of the Contract term(s);
 - b. Identify the duration of any freight commitment and describe any conditions or limitations applicable to such commitment;
 - c. If Freight rates are subject to adjustment, describe the methodology for determining freight changes;
 - d. Describe the process for notifying MGAA of proposed Freight rate changes, including the advance notice that will be provided; and
 - e. Identify the documentation that will be provided to substantiate any Freight rate adjustment, including documentation from the applicable carrier(s) or transportation provider(s).
5. If proposing Freight Equalization, describe how freight costs would be calculated, allocated, and reflected in MGAA's fuel pricing, including any assumptions, limitations, or conditions
6. Provide an example of Offeror's weekly price notification (See Section Two, F, 3, b)
7. Provide an example of Offeror's fuel invoice

Tab K – Optional Enhancements

1. Optional Enhancement No. 1 – Refueler Fleet
Offerors electing to submit Optional Enhancement No. 1 shall provide the following (The pricing impact associated with Optional Enhancements shall be provided in Attachment B):
 - a. A description of the proposed refuelers, including Make, model, age, and condition
 - b. Ownership of the refuelers during the Contract term(s)
 - c. Maintenance, repair, inspection, and replacement responsibilities
 - d. Estimated delivery schedule after Notice of Award
 - e. Any assumptions, limitations, exclusions, or conditions associated with providing the proposed refuelers, including any provisions applicable if MGAA's operational needs change during the Contract and MGAA requests the removal, replacement, or reduction in the number of refuelers provided.
 - f. A narrative describing how the proposed Refueler Fleet benefits MGAA's operations
2. Optional Enhancement No. 2 – Additional Fuel Storage
Offerors electing to submit Optional Enhancement No. 2 shall provide the following:
 - a. A description of the proposed storage solution
 - b. Proposed location
 - c. Initial capital investment
 - d. Proposed storage capacity
 - e. Ownership during and after the Contract Term(s)
 - f. Expected useful life
 - g. Annual operating costs to MGAA, if applicable
 - h. Environmental issues
 - i. Estimated implementation schedule
 - j. Operational benefits
 - k. Assumptions or limitations
 - l. Any MGAA participation required
 - m. A narrative describing how the proposed solution supports MGAA's future growth and operational needs



3. For any proposed Optional Enhancement requiring capital investment by the Offeror, provide the proposed cost recovery methodology, including the assumed recovery period and any assumptions regarding contract term, extensions, ownership, and disposition of the improvement or equipment at expiration or termination of the Contract.
4. Combined Optional Enhancements No. 1 & No. 2 (Refueler Fleet & Additional Fuel Storage)
Offerors proposing both Optional Enhancements shall also describe any operational efficiencies, cost savings, or other benefits realized by combining the two enhancements.

Tab L – Branding & Signage Program (Optional)

Submission of a Branding & Signage Program is entirely optional and will not be evaluated or assigned points as part of MGAA's evaluation of Proposals. Any proposed Branding & Signage Program will be reviewed solely for compatibility with MGAA's operational, aesthetic, and facility requirements.

1. Offerors proposing a branding, signage, and image program shall provide:
 - a. Conceptual renderings or examples of proposed signage
 - b. Proposed locations
 - c. Description of any facility modifications required
 - d. Maintenance responsibilities
 - e. Proposed implementation schedule

Tab M - Appendices

1. Attachment E, Standard Certifications
2. Attachment F, Authorization for Release of Performance Information and Waiver
3. Attachment G, Offer Agreement
4. Attachment H, Insurance Requirements & Certificate of Insurability
5. Attachment I, Contract Acceptance and Exceptions
6. Attachment J, Addenda Acknowledgement
7. Refueler Lease Agreement. Offerors shall submit their Fuel Supply Agreement without modification from the form they intend to execute if selected for award. MGAA reserves the right to reject any Proposal that includes a Fuel Supply Agreement containing terms inconsistent with the requirements of this Solicitation, including the Contract Documents and Order of Precedence provisions.

Tab N – Financial Capability

1. Provide sufficient information demonstrating the financial capability to perform the Contract.
Examples include:
Most recent audited financial statements
Annual report
Financial institution letter
Dun & Bradstreet rating
MGAA reserves the right to request additional information



SUBMITTAL CHECKLIST

This checklist is provided solely for the convenience of Offerors and is not required to be submitted with the Proposal.

- ☐ **Tab A**, Attachment D, Proposal Cover Sheet
- ☐ **Tabs B through I**
 - ☐ Requested Submittal Information
- ☐ **Tab J**
 - ☐ Attachment A, Fuel Price Proposal
 - ☐ Attachment B, Optional Enhancement Pricing Proposal – if submitting Optional Enhancements
 - ☐ Attachment C, Merchant Services Pricing
 - ☐ Additional Requested Submittal Information
- ☐ **Tab K**
 - ☐ Requested Submittal Information - Optional Enhancements (Optional)
- ☐ **Tab L**
 - ☐ Requested Submittal Information - Branding & Signage Program (Optional), Not Evaluated
- ☐ **Tab M**
 - ☐ Attachment E, Standard Certifications
 - ☐ Attachment F, Authorization for Release of Performance Information and Waiver
 - ☐ Attachment G, Offer Agreement
 - ☐ Attachment H, Insurance Requirements & Certificate of Insurability
 - ☐ Attachment I, Contract Acceptance and Exceptions
 - ☐ Attachment J, Addenda Acknowledgement
 - ☐ Offeror's Refueler Lease Agreement (if submitting Optional Enhancement No. 1)
- ☐ **Tab N**
 - ☐ Financial Documentation
- ☐ Six (6) complete copies of Offeror's submittal
- ☐ One (1) electronic copy of Offeror's submittal



C. EVALUATION CRITERIA

Submittals determined to be responsive to this RFP will be evaluated using the criteria and weighting set forth below. The Contract will be awarded to the Offeror whose Proposal is determined to represent the best overall value to MGAA.

Points	Category
10	Company Qualifications & Experience
30	Fuel Supply Reliability & Delivery
10	Quality Assurance & Safety
10	Technical Support & Customer Service
35	Pricing
5	Administrative & Legal (evaluation may include the completeness, organization, responsiveness, and overall quality of the Proposal)
100	Total Score

In evaluating Pricing, MGAA may consider the overall cost of the Proposal, the proposed pricing methodology, freight pricing strategy, merchant services pricing, price stability, and any other pricing factors that affect the overall value of the Proposal.

MGAA may give additional consideration to Proposals that provide longer fixed or locked freight commitments when such commitments are determined to be in the best interest of MGAA.

Optional Enhancements do not receive separate evaluation points. Rather, MGAA reserves the right to evaluate one or more award scenarios, including the Base Proposal only, the Base Proposal plus Optional Enhancement No. 1, the Base Proposal plus Optional Enhancement No. 2, or the Base Proposal plus both Optional Enhancements, to determine the Proposal representing the best overall value to MGAA. MGAA reserves the right to determine that an Optional Enhancement does not provide sufficient value to justify any associated increase in the proposed pricing.

D. SELECTION PROCESS

- MGAA will appoint an evaluation panel to evaluate responsive Proposals using the Evaluation Criteria and weighting established in this RFP. The evaluation panel will assign scores and rank the Offerors from highest to lowest.
- MGAA may contact references, verify information contained in a Proposal, investigate the qualifications of any Offeror, and obtain information from any available source regarding an Offeror's past performance, financial capability, or ability to successfully perform the Contract. Reference information may be considered under the Administrative & Legal evaluation criterion.
- Following the initial evaluation, MGAA may, at its sole discretion, select the highest-ranked Offeror for award based solely upon the written Proposals and reference evaluations, without conducting interviews, requesting clarifications, or requesting Best and Final Offers.
- Alternatively, MGAA may, at its sole discretion, establish a short list of the highest-ranked Offerors and conduct interviews, request written clarifications, request additional information, or any combination thereof. If interviews



are conducted, they will be evaluated using the Evaluation Criteria contained in this RFP, and the evaluation panel may revise scores and rankings based upon the additional information received.

5. MGAA may, at its sole discretion, request Best and Final Offers (BAFOs) from all Offerors or only those Offerors included on the short list. If BAFOs are requested, the evaluation panel may re-evaluate and revise scores based upon the Evaluation Criteria and any revised information or pricing submitted in the BAFO.
6. MGAA reserves the right to evaluate and award the Contract based on any combination of the Base Proposal and Optional Enhancements. Pricing will be evaluated under the applicable award scenario(s) to determine the Proposal representing the best overall value to MGAA. Optional Enhancements will be evaluated only for those Offerors submitting the required pricing and supporting information. Offerors that do not submit pricing for an Optional Enhancement will not be considered under any award scenario that includes that Optional Enhancement. MGAA will not evaluate or assign value to Optional Enhancements that are not submitted.
7. Offerors may be evaluated using any combination of the following information:
 - a. Proposal submitted in response to this RFP;
 - b. Best and Final Offer (if requested);
 - c. Reference verification;
 - d. Interview performance (if conducted);
 - e. Clarifications or supplemental information requested by MGAA; and
 - f. Past or current performance on MGAA projects or other projects known to MGAA.
8. MGAA will review each Offeror's financial information to determine whether the Offeror possesses the financial resources necessary to successfully perform the Contract. This review is not scored. Offerors determined to lack adequate financial capability may be determined non-responsive or non-responsible and removed from further consideration.
9. Branding and Signage Programs, if submitted, will be reviewed solely for compatibility with Airport operations and facilities. Branding and Signage Programs are not an evaluated criterion, will not receive evaluation points, and will not be considered in determining the highest-ranked Offeror.
10. MGAA reserves the right to waive informalities or minor irregularities, request clarification of any Proposal, reject any or all Proposals, cancel this solicitation, or make an award in the best interest of MGAA in accordance with applicable law and MGAA's Procurement Policy.
11. Following the selection determination, MGAA will post a Notice of Intent to Award on its website in accordance with the Procurement Policy.



Section Four – Standard Terms and Conditions

1. **Certification.** Offeror certifies:
 - a. The award of this Agreement 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 Agreement; and Offeror hereby certifies that the individual signing this Agreement is an authorized agent for Offeror and has the authority to bind the Offeror to the Agreement.
2. **Not used.**
3. **Dispute Resolution.**
 - a. **Negotiations.** If a dispute arises out of or relates to this Agreement or its breach, the parties to this Agreement shall endeavor to settle the dispute through direct discussions as a condition precedent to mediation or binding dispute resolution.
 - b. **Mediation.** Should the parties to this Agreement be unable to resolve their dispute through direct negotiations, the parties to this Agreement, upon the written request of either, shall engage in mediation, to be administered privately by a mediator and according to rules mutually agreed upon by the parties to this Agreement, or, the absence of such mutual agreement, by a mediator appointed by JAMS and administered by JAMS in accordance with its then-current mediation rules. The fees and costs of mediation shall be split equally by the parties to this Agreement, but subject to reallocation following binding dispute resolution.
 - c. **Binding Dispute Resolution.** Should the parties to this Agreement be unable to resolve their dispute through direct negotiations or mediation, either party may, within the time limitations for bringing claims under Arizona law and this Agreement, commence formal dispute resolution proceedings. Both parties to this Agreement consent to binding arbitration administered by JAMS according to its then current arbitration rules, provided, however, that (i) in the event both parties agree, the arbitration may be administered privately by an arbitrator and according to rules mutually agreed upon by the parties to this Agreement, and (ii) in the event any party seeks relief against the other party or against a non-party which cannot fully be granted in arbitration, by reason of non-joinder or otherwise, the parties to this Agreement are excused from this arbitration requirement and the parties to this Agreement shall proceed in the state or federal courts of competent jurisdiction and located in Maricopa County, Arizona. In any arbitration or litigation, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs as determined by the arbitrator or court, as applicable.
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 is entitled to compensation from MGAA in the form of salaries, paid vacation, or sick days. MGAA will not provide any insurance to Offeror, including *Workers' Compensation* coverage. MGAA will not withhold FICA, taxes, or any similar deductions from MGAA's payments under this Agreement.
5. **Affirmative Action.** Offeror shall abide by all the federal and state of Arizona provisions for equal opportunity in the workplace.
6. **Human Relations.** Offeror shall abide by all the federal and state of Arizona provisions against discrimination of disadvantaged business enterprises in applicable MGAA contracts.
7. **Not Used.**



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 MGAA for the purpose of assuring that no information contained in its records or obtained from MGAA or from others in carrying out its functions under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Agreement. Persons requesting such information should be referred to MGAA. 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 Agreement, unless otherwise agreed to in writing by MGAA.
10. **Gratuities.** MGAA may, by written notice to the Offeror, cancel this Agreement 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 MGAA involved in the amending, or the making of any determinations with respect to the performing of such Agreement. If this Agreement is canceled by MGAA under this provision, MGAA shall, in addition to any other rights and remedies, repay to the Offeror the amount of the gratuity.
11. **Applicable Law.** This Agreement shall be governed by the laws of the state of Arizona, and suits pertaining to this Agreement shall be brought only in federal or state courts in the state of Arizona.
12. **Agreement.** This Agreement is based on and the result of a negotiated Scope of Work and Proposal, Bid, or Statement of Qualifications submitted by Offeror under this RFP, IFB, or RFQ. No prior oral or written agreements, contracts, proposals, negotiations, purchase orders, or master agreements (in any form) are enforceable between the parties.
13. **Agreement Amendments.** This Agreement shall be modified only by a written amendment signed by the MGAA Executive Director or its designee, and persons duly authorized to enter into contracts on behalf of Offeror.
14. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Agreement 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 Agreement shall forthwith be physically amended to make such insertion or correction.
15. **Severability.** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement, which may remain in effect without the invalid provision or application.
16. **Protection of Government Property.** Offeror shall use reasonable care to avoid damaging all MGAA property, including buildings, equipment, and vegetation (such as trees, shrubs, and grass). If Offeror damages MGAA's property in any way, Offeror shall immediately report such damage to MGAA and repair or replace the damage at no cost to MGAA, as directed by the MGAA Executive Director. If Offeror fails or refuses to repair or replace the damage, then MGAA may terminate the Agreement, and MGAA shall deduct the repair or replacement cost from the money due Offeror under the Agreement.
17. **Interpretation – Parol Evidence.** This Agreement 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 Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
18. **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 MGAA. MGAA may, at its sole discretion, accept or reject proposed subcontractors or assignments. MGAA shall notify Offeror of its acceptance or rejection within forty-five (45) days of 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 the Agreement performance, whether subcontractors are used.

19. **No Waiver.** No provision in this Agreement 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 this Agreement. The failure of either party to insist on strict performance of any Agreement term or condition; to exercise or delay exercising any right or remedy provided in the Agreement or by law; or to accept materials, services, or Offeror's services under this Agreement or imposed by law, shall not be deemed a waiver of any right of either party to insist upon strict performance of the Agreement.
20. **Warranties.** Offeror warrants that all materials and services delivered under this Agreement shall conform to the specifications thereof. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by MGAA shall not alter or affect the obligations of Offeror or the rights of MGAA under the foregoing warranties. Additional warranty requirements may be set forth in this Agreement.
21. **Indemnification.** To the fullest extent permitted by law, Offeror shall defend, save, indemnify, and hold harmless MGAA, 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 Agreement.
22. **Right to Assurance.** Whenever one party to this Agreement 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 of this Agreement.
23. **Advertising.** Offeror shall not advertise or publish information concerning this Agreement without prior written consent of MGAA.
24. **Right to Inspect.** MGAA may, at reasonable times, and at MGAA's expense, inspect the place of Offeror's or any of Offeror's subcontractor's business, which is related to the performance of this Agreement or related subcontract.
25. **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 Agreement 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 Agreement, the financial inability of Offeror 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.
26. **Inspection.** All material or service is subject to final inspection and acceptance by MGAA. Material or service failing to conform to the specifications of this Agreement 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 Agreement.

27. **Exclusive Possession.** All services, information, computer program elements, reports, and other deliverables, which may be created under this Agreement, are the sole property of MGAA and shall not be used or released by Offeror or any other person except with prior written permission by MGAA.
28. **Title and Risk of Loss.** The title and risk of loss of materials or services shall not pass to MGAA until MGAA actually receives the material or service at the Airport, unless otherwise provided within this Agreement.
29. **Liens.** All materials, services, and other deliverables supplied to MGAA under this Agreement must be free of all liens and other encumbrances. Upon request of MGAA, Offeror shall provide a formal release of all liens.
30. **Licenses.** Offeror shall maintain in its current status all federal, state, and local licenses and permits required for the operation of the business conducted by Offeror as applicable to this Agreement.
31. **Subsequent Employment.** MGAA may cancel this Agreement 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 Agreement, on behalf of MGAA is or becomes, at any time while the Agreement or any extension of the Agreement is in effect, an employee of, or a contractor to any other party to this Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to this Agreement receive written notice from MGAA, unless the notice specifies a later time.
32. **Clean Up.** Offeror shall at all times keep Agreement 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 MGAA. Upon completion of any repair, Offeror shall leave the work and premises in clean, neat, and workmanlike condition.
33. **Patents.** Offeror shall defend, indemnify, and hold harmless MGAA, 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 MGAA, its officers, employees, agents, and other duly authorized representatives of tangible or intellectual property supplied to MGAA by Offeror under this Agreement.
34. **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 Agreement, including the papers of all Offeror and subcontractor employees that work on the Agreement (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 MGAA. MGAA 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 Agreement. For any audit under this Section, Offeror and its subcontractors hereby waive the right to keep such Records confidential. MGAA is entitled to access to these Records from the effective date of this Agreement for the duration of the work and until five years after the date of final payment by MGAA to Offeror under the Agreement. During normal working hours, MGAA 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. MGAA 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 Agreement.
35. **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 Agreement and may result in the termination of this Agreement by MGAA. MGAA shall have the right to inspect the papers of Offeror's and



any of Offeror's subcontractors' employees who work on this Agreement to ensure the Offeror is complying with this paragraph.

36. **Availability of Project Funding.** This Agreement's approval and continuation is conditioned on the availability of MGAA, state, and/or federal funds appropriated by MGAA for this purpose. If funds are not available or allocated by MGAA for the continuance of service under this Agreement, then MGAA may terminate the Agreement. MGAA shall promptly notify Offeror regarding the service that may be affected by a shortage of funds. No penalty accrues to MGAA if this provision is exercised, and MGAA shall not be liable for any future payments due or for any damages as a result of termination under this paragraph.

Attachment A

Fuel Price Proposal

Offeror shall complete all fields. Fuel pricing shall:

- Be quoted on a per-gallon basis
- Be carried out to five (5) decimal places
- Include all pricing elements required by this RFP

JET-A

Regional Platts Index Proposed for the Contract: _____

Pricing Component	Amount
Platts Index Price (Use Effective Date of August 11, 2026)	
Base Fuel Differential	
Freight	
Freight Fuel Surcharge	
Ancillary Freight Fees	
Terminal / Pipeline Fees	
Taxes	
Base Freight Other Fees (Specify)	
Estimated Total Delivered Price Per Gallon (Based on Current Index)	

100LL AVGAS

Regional Platts Index Proposed for the Contract: _____

Pricing Component	Amount
Platts Index Price (Use Effective Date of August 11, 2026)	
Base Fuel Differential	
Freight	
Freight Fuel Surcharge	
Ancillary Freight Fees	
Terminal / Pipeline Fees	
Taxes	
Other (Specify)	
Estimated Total Delivered Price Per Gallon (Based on Current Index)	

Payment Terms

Description	Response
Payment Terms	
Early Payment Discount	
Discount expressed as CPG or Basis Points	



Attachment A (Continued)

Fuel Price Proposal

The Estimated Total Delivered Price is provided for evaluation purposes only and will fluctuate based on changes to applicable index pricing, taxes, and other approved pass-through costs.

The Offeror certifies that the proposed Fuel Differential(s) include all costs associated with providing the fuel supply and services required under this RFP that are not specifically identified as separate pricing components or allowable pass-through costs.

By: _____
Signature

Printed Name/Title

Company Name

Date



Attachment B

Optional Enhancement Pricing Proposal

Instructions: Complete this Attachment only if submitting pricing for one or more Optional Enhancements. Failure to submit this Attachment for an Optional Enhancement will result in the Offeror not being considered for award under that Optional Enhancement scenario.

Offerors may submit pricing for either or both Optional Enhancements. MGAA reserves the right to accept, reject, negotiate, or separately evaluate any Optional Enhancement.

Check all that apply:

- ☐ Optional Enhancement No. 1 (Refueler Fleet)
- ☐ Optional Enhancement No. 2 (Additional Fuel Storage)
- ☐ Optional Enhancements No. 1 & 2 (Both Refueler Fleet & Additional Fuel Storage)

Offerors proposing Optional Enhancement No. 1 and/or Optional Enhancement No. 2 shall identify the resulting impact to the Base Fuel Differential below. The revised Fuel Differential shall include all costs associated with providing the applicable Optional Enhancement, including any capital recovery, financing, operating, maintenance, or other costs not otherwise identified as separate pass-through costs.

Revised Pricing

Proposal Option	Jet-A Revised Fuel Differential (Including Optional Enhancement Costs)	AVGAS Revised Fuel Differential (Including Optional Enhancement Costs)
Optional Enhancement No. 1 – Refueler Fleet		
Optional Enhancement No. 2 – Storage Solution		
Optional Enhancements No. 1 & 2		

Estimated Capital Investment/Value of Refueler Fleet Provided by Offeror: \$_____

Estimated Capital Investment/Value of Storage Solution Provided by Offeror: \$_____

Estimated Combined Capital Investment/Value of Refueler Fleet & Storage Solution Provided by Offeror: \$_____

The Offeror certifies that the proposed Revised Fuel Differentials include all costs associated with performing the requirements of this RFP, including all services, support, equipment, and Optional Enhancements (if applicable), except for those pricing components specifically identified as pass-through costs in this Proposal.

By: _____
Signature

Printed Name/Title

Company Name

Date



Attachment C

Merchant Services Pricing

Provide the proposed schedule of merchant services processing rates for all aviation and retail credit cards accepted under the Contract. Rates shall remain fixed for the initial Contract term and any exercised extension term. The schedule shall include rates for both **Qualified/Optimized** and **Non-Qualified/Non-Optimized** transactions.

Card Type	Qualified/Optimized Rate	Non-Qualified/Non-Optimized Rate
Supplier-Branded/Fleet Card		
Visa		
Mastercard		
American Express		
Discover		
AVCARD		
Multi Service Aviation		
Other (Specify)		

Additional Merchant Service Fees

Offeror shall identify any fees that may apply under any circumstances, including fees triggered by transaction volume, chargeback activity, compliance requirements, or program participation. If no additional fees apply, enter "None."

Fee Description	Amount	Frequency (Per Transaction/Monthly/Annual/Other)
Monthly Account Fee		
Statement Fee		
Gateway Fee		
PCI Compliance Fee		
Batch Settlement Fee		
Chargeback Fee		
Retrieval Request Fee		
Early Termination Fee		
Other (Specify)		
Other (Specify)		

The Offeror certifies that all merchant services fees associated with the proposed program have been disclosed above. No additional fees, surcharges, administrative charges, or other costs shall be assessed to MGAA unless specifically identified in this Proposal or otherwise approved in writing by MGAA.

By: _____
Signature

Printed Name/Title

Company Name

Date



Attachment D
Proposal Cover Sheet

REQUEST FOR PROPOSALS
SOLICITATION #2027-001-RFP AVIATION FUEL SUPPLIER

Name of Offeror: _____

Principal Address: _____

Primary Point of Contact: _____

Cell/Direct Phone: _____

Email: _____

The undersigned hereby affirms that:

- The undersigned is a duly authorized agent of the Offeror
- The undersigned has read and understands all terms, conditions, and commitments contained within the RFP and any addenda issued and fully understands and accepts these terms by submission of a proposal.
- The submission is being offered independently of any other Offeror and did not involve collusion or other anti-competitive practices.

By: _____
Signature

Printed Name/Title

Company Name

Date



Attachment E

Standard Certifications

Offeror shall complete this Attachment E in its entirety and submit it with its Proposal.

Failure to complete and submit this Attachment E will result in the Proposal being deemed non-responsive and removed from further consideration.

For Statements 1 and 2 below, Offeror must affirmatively certify compliance. Failure to affirmatively certify either statement will result in the Proposal being rejected and not evaluated.

1. Offeror hereby ☐ certifies ☐ does not certify

That, to the best of its knowledge, the selection of the Offeror for this engagement will not create an actual or apparent conflict of interest, and that Offeror is not aware of any circumstances that would impair its ability to perform the services impartially and independently.

2. Offeror hereby ☐ certifies ☐ does not certify

That the Offeror meets the Minimum Requirements/Qualifications identified in Section Two, C of this RFP.

For Statement 3 below, Offeror shall either certify compliance or disclose the requested information. MGAA reserves the right to evaluate any disclosed relationships and determine whether they present an actual or apparent conflict of interest.

3. Offeror hereby ☐ certifies ☐ does not certify

That neither the Offeror, its principals, employees, agents or subcontractors have any known business or financial relationship with any member of the MGAA Board of Directors.

If Offeror cannot make this certification, identify all known business or financial relationships below:

By signature below, Offeror certifies that the information in this Attachment is true and accurate.

By: _____
Signature

Printed Name/Title

Company Name

Date



Attachment F

Authorization for Release of Performance Information and Waiver

The purpose of this authorization is to permit the Mesa Gateway Airport Authority ("MGAA") to obtain information regarding the Offeror's qualifications, experience, and past performance in connection with Solicitation 2027-001-RFP, Aviation Fuel Supplier.

By signing below, the Offeror authorizes all persons, firms, organizations, agencies, and governmental entities identified in its Proposal, as well as any public or private entity identified by Offeror as a reference, customer, or prior client, to furnish MGAA and its representatives with information, records, evaluations, and opinions relating to the Offeror's performance, qualifications, business practices, financial responsibility, and ability to perform the services contemplated by this solicitation.

The Offeror further authorizes MGAA to contact any references, clients, owners, agencies, sureties, financial institutions, or other sources deemed relevant by MGAA for the purpose of evaluating the Offeror's qualifications and responsibility.

The Offeror releases and holds harmless MGAA and any person or entity providing information in good faith pursuant to this authorization from any and all claims, demands, damages, or liabilities arising out of or related to the disclosure, receipt, or use of such information in connection with this solicitation.

This authorization shall remain in effect for one (1) year from the date signed below.

A photocopy, scanned copy, or electronic copy of this authorization shall be deemed as valid as the original.

By: _____
Signature

Printed Name/Title

Company Name

Date



Attachment G

Offer Agreement

OFFER TO 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 Proposals (2027-001-RFP).

The Offeror acknowledges that this Offer remains binding for one-hundred twenty (120) calendar days following the proposal due date.

By: _____
Signature

Printed Name/Title

Company Name

Date



Attachment H

Insurance Requirements and Certificate of Insurability

The undersigned Offeror certifies that it has reviewed and understands the insurance requirements contained in MGAA's Fuel Facility User Agreement (Exhibit 2).

By submitting a Proposal in response to this RFP, the Offeror represents and warrants that it is capable of obtaining and maintaining the required insurance coverages, limits, endorsements, and certificates specified in MGAA's Fuel Facility User Agreement if selected for contract award.

The Offeror further acknowledges and agrees that, if selected for award, it shall provide evidence of the required insurance coverage within ten (10) business days following notice from MGAA or within such other time period specified by MGAA.

Failure to provide the required insurance documentation within the prescribed time period may, at MGAA's sole discretion, result in the Offeror being deemed non-responsive or non-responsible, rejection of the Offeror for contract award, withdrawal of any conditional award, and/or award of the contract to another qualified Offeror.

By: _____
Signature

Printed Name/Title

Company Name

Date

Attachment I

Contract Acceptance and Exceptions

The undersigned Offeror certifies that it has reviewed the Fuel Facility User Agreement attached as Exhibit 2 to Solicitation 2027-001-RFP, Aviation Fuel Supplier.

The Offeror shall indicate below whether the Fuel Facility User Agreement is acceptable as written. If the Offeror objects to any provision in the Fuel Facility User Agreement, the Offeror must identify each objection with specificity, including:

- The section number and title of the provision;
- The reason for the objection, and
- The Offeror's proposed alternative language.

General statements, blanket objections, reservations of rights, or requests to discuss terms at a later date shall not be considered sufficient responses.

The Offeror acknowledges that MGAA may consider any requested exceptions, modifications, or deviations from the Fuel Facility User Agreement during its evaluation of the Offeror's qualifications and overall responsiveness to the solicitation requirements.

The Offeror further acknowledges that any exceptions, modifications, or deviations not identified in its Proposal submission may be deemed waived. MGAA may reject any attempt to introduce new exceptions, modifications, or deviations during subsequent negotiations or after selection.

Offerors shall include, in their Proposal, a complete copy of their Fuel Supply Agreement without modification from the form they intend to execute if selected for award. MGAA reserves the right to reject any Proposal that includes a Fuel Supply Agreement containing terms inconsistent with the requirements of this Solicitation, including the Contract Documents and Order of Precedence provisions.

MGAA will review the submitted Fuel Supply Agreement as part of its evaluation. Offerors are encouraged to identify any provisions they believe may require discussion or negotiation. MGAA reserves the right to reject any Fuel Supply Agreement containing terms deemed unacceptable to MGAA. Following the Notice of Intent to Award, only those revisions mutually agreed upon by the parties shall be incorporated into the executed Fuel Supply Agreement. By submitting its Proposal, the Offeror acknowledges that its Fuel Supply Agreement shall be subject to the Contract Documents and Order of Precedence requirements set forth in this RFP.

Check One Only:

- ☐ The Fuel Facility User Agreement is acceptable as written, and no exceptions are requested.
- ☐ The Fuel Facility User Agreement is acceptable except for the specific exceptions identified below and attached hereto.

By: _____
Signature

Printed Name/Title

Company Name

Date

Specific Objections: (include additional pages if necessary)



Attachment J

Addenda Acknowledgement

Offeror is responsible for obtaining all addenda, if issued, via the MGAA website within the relevant solicitation in the [Current Solicitations](#) section under the Business | Procurements, Vendors & Surplus Property section or by other means.

Failure to acknowledge and include this form in Offeror's submittal may cause Offeror's proposal to be deemed nonresponsive. If no addenda were issued, Offeror shall indicate "No Addenda Issued" and include this form with its Proposal.

Offeror hereby acknowledges receipt of the following addenda issued by MGAA for solicitation 2027-001-RFP (fill in Addendum Number and Date Issued).

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

By: _____
Signature

Printed Name/Title

Company Name

Date



Attachment K

Reference Questionnaire – Aviation Fuel Supply Services

Instructions for Offeror: Complete the top section below and provide this form to three (3) references

Offeror Information (to be completed by the Offeror)

- Name of Offeror: _____
- Primary Account Manager(s): _____

Instructions for the Reference: You have been identified as a reference for the firm listed above, which is under consideration for services with **Mesa Gateway Airport**. We would appreciate your candid feedback on the firm's past performance. Please complete the questionnaire below and return it directly to **Marian Whilden, Email: mwhilden@gatewayairport.com**. **Due Date:** 9/16/26. Thank you for your time and valuable input.

Reference Information (to be completed by the Reference)

- **Your Company/Organization:** _____
- **Services Provided:** _____
- **Service Location:** _____
- **Contract Start & End Dates:** _____
- **Your Name:** _____
- **Your Title/Role:** _____
- **Phone Number:** _____

Please rate the Offeror's performance in the areas below using a scale of **1 to 10**, where:

- **10 = Excellent / Exceeded Expectations**
- **5 = Acceptable / Met Expectations**
- **1 = Poor / Did Not Meet Expectations**
- Leave blank if you do not have enough information to provide a rating.

No.	Evaluation Criteria	Rating (1–10)
1	Met or exceeded your expectations overall	
2	Reliability of fuel deliveries and ability to meet delivery commitments	
3	Accuracy and transparency of pricing, invoicing, and reporting	
4	Proactively identified and resolved operational issues or supply risks	
5	Provided value-added services and proactive solutions that enhanced operations	
6	Coordinated effectively with Airport staff and maintained accurate documentation and reporting	
7	Maintained clear, responsive, and proactive communication	
8	Provided effective account management and customer support	
9	Would you select this firm again for a similar aviation fuel supply contract?	
10	Overall customer satisfaction	

Additional Comments:

Please provide any additional insight into the Offeror's performance, including strengths, weaknesses, or lessons learned.

Signature of Reference: _____

Date: _____



Exhibit 1

Historical Flight Operations

2020	Itinerant					Local			Totals
	Air Carrier	Air Taxi	GA	Military	Total	Civil	Military	Total	Airport Totals
January	1,163	4,675	4,840	260	10,938	11,900	164	12,064	23,002
February	1,268	4,707	4,957	264	11,196	13,751	78	13,829	25,025
March	1,468	3,975	4,287	102	9,832	11,133	78	11,211	21,043
April	247	2,784	3,976	116	7,123	9,510	142	9,652	16,775
May	614	3,870	3,718	104	8,306	11,052	83	11,135	19,441
June	850	3,855	3,733	146	8,584	11,427	149	11,576	20,160
July	975	3,812	3,529	102	8,418	9,329	67	9,396	17,814
August	911	4,169	4,304	198	9,582	10,015	66	10,081	19,663
September	671	5,436	4,667	165	10,939	15,458	61	15,519	26,458
October	951	4,926	4,798	158	10,833	17,084	190	17,274	28,107
November	969	4,364	4,149	95	9,577	14,898	27	14,925	24,502
December	993	3,645	3,085	120	7,843	9,397	109	9,506	17,349
TOTALS =	11,080	50,218	50,043	1,830	113,171	144,954	1,214	146,168	259,339

2021	Itinerant					Local			Totals
	Air Carrier	Air Taxi	GA	Military	Total	Civil	Military	Total	Airport Totals
January	872	2,907	3,587	161	7,527	10,831	77	10,908	18,435
February	1,108	3,855	4,532	372	9,867	11,900	544	12,444	22,311
March	1,652	3,842	4,888	266	10,648	13,344	186	13,530	24,178
April	1,146	3,315	4,477	493	9,431	12,180	279	12,459	21,890
May	1,020	3,841	3,894	245	9,000	11,311	322	11,633	20,633
June	1,349	3,147	3,938	126	8,560	10,466	111	10,577	19,137
July	1,199	2,448	3,253	191	7,091	10,370	192	10,562	17,653
August	967	2,604	3,309	124	7,004	11,016	78	11,094	18,098
September	861	2,861	3,716	127	7,565	12,253	71	12,324	19,889
October	1,071	2,791	4,267	240	8,369	14,150	76	14,226	22,595
November	1,107	2,581	4,158	118	7,964	12,080	145	12,225	20,189
December	1,292	2,003	3,336	159	6,790	10,322	67	10,389	17,179
TOTALS =	13,644	36,195	47,355	2,622	99,816	140,223	2,148	142,371	242,187

2022	Itinerant					Local			Totals
	Air Carrier	Air Taxi	GA	Military	Total	Civil	Military	Total	Airport Totals
January	1,248	2,121	3,768	321	7,458	11,127	124	11,251	18,709
February	1,272	2,383	3,955	762	8,372	12,315	503	12,818	21,190
March	1,657	3,577	4,951	228	10,413	15,452	91	15,543	25,956
April	1,243	3,275	4,933	264	9,715	13,041	132	13,173	22,888
May	1,010	3,158	4,298	150	8,616	12,296	114	12,410	21,026
June	878	3,405	3,551	154	7,988	12,572	114	12,686	20,674
July	1,000	2,817	3,255	125	7,197	13,668	93	13,761	20,958
August	839	2,763	3,787	231	7,620	11,437	245	11,682	19,302
September	941	3,585	4,114	170	8,810	15,362	38	15,400	24,210
October	948	3,241	3,958	264	8,411	15,881	121	16,002	24,413
November	988	2,528	3,597	184	7,297	12,392	74	12,466	19,763
December	1,170	2,030	3,039	261	6,500	8,596	146	8,742	15,242
TOTALS =	13,194	34,883	47,206	3,114	98,397	154,139	1,795	155,934	254,331

2023	Itinerant					Local			Totals
	Air Carrier	Air Taxi	GA	Military	Total	Civil	Military	Total	Airport Totals
January	1,079	2,581	4,383	218	8,261	13,164	98	13,262	21,523
February	1,054	2,567	3,702	144	7,467	10,395	90	10,485	17,952
March	1,321	4,278	3,351	137	9,087	13,515	116	13,631	22,718
April	1,059	5,246	1,548	143	7,996	11,242	171	11,413	19,409
May	830	5,087	1,681	128	7,726	11,919	130	12,049	19,775
June	818	5,948	1,616	120	8,502	13,530	111	13,641	22,143
July	851	4,818	1,179	111	6,959	9,784	75	9,859	16,818
August	828	5,399	1,318	88	7,633	13,209	75	13,284	20,917
September	770	6,698	1,530	102	9,100	16,495	55	16,550	25,650
October	1,193	7,225	1,769	187	10,374	18,818	117	18,935	29,309
November	1,098	6,511	1,986	158	9,753	15,254	114	15,368	25,121
December	1,167	5,540	1,668	129	8,504	12,251	34	12,285	20,789
TOTALS =	12,068	61,898	25,731	1,665	101,362	159,576	1,186	160,762	262,124

2024	Itinerant					Local			Totals
	Air Carrier	Air Taxi	GA	Military	Total	Civil	Military	Total	Airport Totals
January	1,121	6,198	1,961	205	9,485	13,488	190	13,678	23,163
February	1,087	6,734	2,135	173	10,129	15,568	103	15,671	25,800
March	1,369	7,108	2,263	162	10,902	16,090	115	16,205	27,107
April	1,101	8,236	2,082	220	11,639	17,639	136	17,775	29,414
May	1,162	8,491	1,825	125	11,603	17,893	135	18,028	29,631
June	1,370	7,662	1,545	101	10,678	15,745	66	15,811	26,489
July	1,446	7,095	1,523	76	10,140	13,255	25	13,280	23,420
August	1,036	8,201	1,411	48	10,696	14,254	31	14,285	24,981
September	765	7,785	1,508	89	10,147	13,821	27	13,848	23,995
October	1,096	9,291	1,808	239	12,434	17,686	129	17,815	30,249
November	1,131	7,903	1,926	99	11,059	13,275	70	13,345	24,404
December	1,375	6,777	1,591	92	9,835	10,535	80	10,615	20,450
TOTALS =	14,059	91,481	21,578	1,629	128,747	179,249	1,107	180,356	309,103

2025	Itinerant					Local			Totals
	Air Carrier	Air Taxi	GA	Military	Total	Civil	Military	Total	Airport Totals
January	1,250	8,611	1,855	146	11,862	13,229	100	13,329	25,191
February	1,218	8,064	2,282	209	11,773	14,948	86	15,034	26,807
March	1,866	7,857	1,960	116	11,799	14,425	46	14,471	26,270
April	1,369	7,844	1,996	147	11,356	15,708	89	15,797	27,153
May	1,213	7,584	1,754	93	10,644	14,068	94	14,162	24,806
June	1,278	7,948	1,601	122	10,949	14,900	68	14,968	25,917
July	1,204	7,018	1,760	127	10,109	15,739	39	15,778	25,887
August	1,027	6,742	1,613	231	9,613	12,855	33	12,888	22,501
September	805	8,668	1,608	149	11,230	15,338	22	15,360	26,590
October	1,267	10,395	1,976	144	13,782	15,534	49	15,583	29,365
November	1,322	7,801	1,737	74	10,934	12,634	45	12,679	23,613
December	1,523	7,215	2,057	131	10,926	9,797	51	9,848	20,774
TOTALS =	15,342	95,747	22,199	1,689	134,977	169,175	722	169,897	304,874

2026	Itinerant					Local			Totals
	Air Carrier	Air Taxi	GA	Military	Total	Civil	Military	Total	Airport Totals
January	1,285	8,454	2,049	196	11,984	12,844	313	13,157	25,141
February	1,305	9,323	1,915	269	12,803	13,391	521	13,912	26,715
March	1,817	9,702	2,401	98	14,018	15,208	107	15,315	29,333
April	1,333	8,849	2,084	167	12,433	13,906	219	14,125	26,558
May	1,147	8,374	1,501	201	11,223	12,936	723	13,659	24,882
June	0	0	0	0	0	0	0	0	0
July	0	0	0	0	0	0	0	0	0
August	0	0	0	0	0	0	0	0	0
September	0	0	0	0	0	0	0	0	0
October	0	0	0	0	0	0	0	0	0
November	0	0	0	0	0	0	0	0	0
December	0	0	0	0	0	0	0	0	0
TOTALS =	6,887	44,702	9,950	931	62,461	68,285	1,883	70,168	132,629

**Mesa Gateway Airport Authority
Fuel Facility User Agreement**

This Fuel Facility User Agreement (“Agreement”) is made and entered into by and between **MESA GATEWAY AIRPORT AUTHORITY**, formerly known as Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized by the state of Arizona (“MGAA”) and [Fuel Facility User] a(n) [state of incorporation] corporation, (“Fuel Facility User”), and shall be effective as of this ____ day of _____, 20__.

RECITALS:

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

B. MGAA has invested in the development and ongoing 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 MGAA 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, MGAA 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 Agreement, unless the context clearly indicates a different meaning:

1.1.1 “MGAA” means the Mesa Gateway Airport Authority, an Arizona joint powers airport authority.

1.1.2 “Agreement” means this contract between MGAA and Fuel Facility User.

1.1.3 “Airport” means the 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 MGAA 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 Agreement, which Schedule “B” is incorporated herein by reference, and which Schedule “B” may be updated from time to time in MGAA’s sole discretion.

1.1.5 “Billing Period” means the calendar week for which a bill is rendered to Fuel Facility User under this Agreement.

1.1.6 “Event of Default” means an event of default as provided in Section 8.2 of this Agreement.

1.1.7 “Facilities” means collectively the fuel receipt, storage and delivery systems owned, leased or controlled by MGAA, and owned and operated on behalf of MGAA by the Operator.

1.1.8 “Fuel Facility Users” means those entities contracting with MGAA for storage or handling of Aviation Fuel using the Facilities pursuant to an executed Fuel Facility User Agreement.

1.1.9 “Operator” means the qualified and duly licensed agent selected by MGAA to operate the Facilities on behalf of MGAA 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 MGAA by Fuel Facility Users to compensate MGAA for the costs of maintaining and operating the Facilities and other services provided by MGAA.

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 Agreement. 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 MGAA expressly consents in writing to such use.
- 2.3 Fuel Facility User represents, covenants, warrants and guarantees to MGAA, their successors and assigns, that it has read, understands, and is familiar with the terms of this Agreement, 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 Agreement, as well as any respective renewal, successor or replacement agreements.

3. INSURANCE AND INDEMNITY

- 3.1 To the fullest extent permitted by law, Fuel Facility User will indemnify, defend and hold harmless MGAA, 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 Agreement on the part of Fuel Facility User or its officers, directors, agents, employees, contractors, subcontractors, invitees, successors or assigns under any provision of this Agreement;
- 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 Agreement;
- 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 Agreement 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 Agreement 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 Agreement or the Facilities.

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

- 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 Agreement the insurance coverage set forth in Schedule “A” attached hereto and incorporated herein by reference. Fuel Facility User must deliver to MGAA 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 Agreement must have been executed by the Parties hereto and be in full force and effect and Fuel Facility User must have delivered to MGAA insurance certificates issued by a company authorized to do business in Arizona evidencing the insurance coverages and endorsements required by this Agreement.
- 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 Any fees or charges applicable to Aviation Fuel stored in the Facilities shall be the responsibility of the Fuel Facility User, regardless of whether such Aviation Fuel is owned by Fuel Facility User or maintained on behalf of a third party, including any customer, affiliate, Supplier, or other entity.
- 4.3 MGAA shall invoice Fuel Facility User for applicable fees, charges, and assessments due under this Agreement, any applicable air carrier operating agreement, and/or any applicable fuel service agreement. Fuel Facility User shall remain responsible for payment of all amounts invoiced pursuant to this Agreement regardless of any arrangement, agreement, or dispute between Fuel Facility User and any third party relating to Aviation Fuel stored or handled through the Facilities.

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 Agreement 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 MGAA 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 MGAA 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 MGAA 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 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, transporting, disposing of, and replacing contaminated or nonconforming Aviation Fuel with Aviation Fuel meeting the Aviation Fuel Specifications; 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 Fuel Facility User may maintain Aviation Fuel inventory in the Facilities for the benefit of, or on behalf of, a third party, including any customer, affiliate, Supplier, or other entity ("Third-Party Inventory"), provided that Fuel Facility User provides prior written notice to MGAA or Operator identifying such arrangement and any information reasonably necessary for the proper accounting and management of inventory within the Facilities.

Fuel Facility User acknowledges and agrees that MGAA and Operator have no obligation, liability, or responsibility with respect to any agreement, arrangement, payment obligation, transfer of title, or other transaction between Fuel Facility User and any third party relating to Third-Party Inventory. Fuel Facility User shall remain solely responsible to MGAA and Operator for all fees, charges, obligations, liabilities, and responsibilities associated with Aviation Fuel maintained in the Facilities on behalf of Fuel Facility User, regardless of whether such Aviation Fuel is owned by Fuel Facility User or a third party.

Nothing contained herein shall relieve MGAA or Operator of their obligations to operate and maintain the Facilities in accordance with this Agreement, applicable operating procedures, and applicable laws and regulations.

MGAA and Operator shall have no obligation to resolve any dispute between Fuel Facility User and any third-party concerning ownership, title, payment, transfer, or entitlement to Third-Party Inventory. Fuel Facility User shall be solely responsible for resolving any such disputes.

- 5.6 MGAA 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. MGAA 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, MGAA 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. MGAA or Operator shall notify the Fuel Facility User in writing of any maximum amount or other changes pursuant to this Section.
- 5.7 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.
- 5.8 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 MGAA upon 30 days' notice to Fuel Facility User. MGAA 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.
- 5.9 MGAA 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 MGAA upon thirty (30) days' notice to Fuel Facility User.

6. OPERATOR

- 6.1 The Operator is authorized by MGAA to manage, maintain, and operate the Facilities on MGAA'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 MGAA. 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 Agreement, 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 Agreement 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, MGAA 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 MGAA caused by Fuel Facility User or any officer, director, agent, employee, contractor, subcontractor or invitee of Fuel Facility User during the term of this Agreement 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 MGAA or the Operator, MGAA, each Fuel Facility User will be excused from, and will not be liable with respect to, any failure of its performance under this Agreement 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 Agreement. Without limiting the generality of the foregoing, neither the Operator nor MGAA 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 MGAA 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 Agreement will commence as of the date of its execution and will continue in effect until the end of the calendar month in which the Agreement was executed, and thereafter continue on a month-to-month basis until terminated by either Party upon thirty (30) days' advance notice.
- 8.2 Except as set forth below, this Agreement may be terminated immediately by MGAA 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 MGAA and such failure is not cured within thirty (30) days after written notice to Fuel Facility User by MGAA or the Operator;
 - b. Fuel Facility User fails to pay when due any charges, fees or assessments as provided by this Agreement 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 MGAA or the Operator.

- c. Fuel Facility User fails to observe any rule or regulation established by MGAA or Operator and such failure is not cured within thirty (30) days after written notice to Fuel Facility User by MGAA or the Operator;
 - d. Fuel Facility User's use, conduct, or activities involving the Facilities disrupt or interfere with MGAA'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 MGAA 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 Agreement, and such failure is not cured within thirty (30) days after written notice to Fuel Facility User by MGAA 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 MGAA should be, in MGAA's sole discretion, terminated, suspended, altered, or curtailed;
- 8.2.3 MGAA's rights to use or possess the Facilities are terminated;
- 8.3 The termination of this Agreement for any reason whatsoever will not affect any rights or liabilities of either MGAA or Fuel Facility User which have accrued in connection with this Agreement prior to the date of such termination.

9. REMEDIES

- 9.1 Upon the occurrence of an Event of Default, MGAA will have the right to terminate this Agreement 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 Agreement, MGAA 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 MGAA or Operator.

All remedies provided for herein shall be cumulative.

10. ADDITIONAL PROVISIONS

- 10.1 This Agreement may not be assigned by Fuel Facility User, by operation of law or otherwise, without the written consent of MGAA, 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 Agreement.
- 10.3 The failure of MGAA or Fuel Facility User to exercise any power or right under this Agreement 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 Agreement will be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

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

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

TO FUEL FACILITY USER: [enter]
Attn: [enter]
[enter]
[enter]

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 MGAA shall be effective if given to or by Operator, as agent for MGAA.

- 10.5 If any Article or any part of this Agreement 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 Agreement.
- 10.6 This Agreement 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 Agreement.
- 10.8 This Agreement 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 Agreement, 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 Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and permitted assigns of the Parties.
- 10.11 This Agreement 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 Agreement or any part hereof.
- 10.12 To the extent applicable, the terms and conditions contained in the Fuel Facility User's proposal, any resulting contract documents, and any written commitments made by Fuel Facility User in response to MGAA's solicitation for aviation fuel supply services (2027-001-RFP) are incorporated herein by

reference. In the event of a conflict between this Agreement and such documents, this Agreement shall control unless expressly stated otherwise in writing by MGAA.

Executed as of the Effective Date.

FUEL FACILITY USER

COMPANY NAME

By: _____

Name: _____

Title: _____

Date: _____

MGAA

MESA GATEWAY AIRPORT AUTHORITY,

a joint powers airport authority authorized by
the state of Arizona

By: _____

Name: J. Brian O'Neill, A.A.E.

Title: Executive Director/CEO

Date: _____

SCHEDULE "A"
TO
FUEL FACILITY USER AGREEMENT

Insurance Certificate Requirement

1. MGAA and each Fuel Facility User shall be named as an additional insured. Each Certificate shall be updated within ten (10) days upon notice from MGAA that a new Fuel Facility User has entered into an Agreement with MGAA.
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 MGAA 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 MGAA 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 MGAA and each Fuel Facility User.

TYPE OF INSURANCE		LIMITS OF LIABILITY (minimum amounts)
A.	<u>Commercial General Liability</u> Specifically, for Airport Premises and Operations including the following: - Bodily Injury and Property Damage for Third Parties - Personal and Advertising Injury - Contractual Liability - Auto Liability for unlicensed vehicles used at the Airport - Products and Completed Operations	\$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.	<u>Commercial or Business Auto Liability</u> (Covering all owned, hired and non-owned vehicles registered for road use.) Bodily Injury and Property Damage for Third Parties	\$1,000,000 Each Accident
C.	<u>Worker's Compensation</u>	Statutory Limits required by the State of Arizona
D.	<u>Employer's Liability</u>	\$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 AGREEMENT

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 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.

Fuel Facility User shall ensure that all required certifications, test results, delivery documentation, and other quality assurance records are provided to Operator prior to acceptance of Aviation Fuel into the Facilities.

Transport Truck Minimum Standards

The shipping company will use dedicated tankers for shipping fuel to Mesa Gateway Airport, and the shipping company will provide in writing that their company uses dedicated tankers for transporting fuel to 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 pumping 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/m³).
 - Additionally, any variance of more than 1.0 between observed EI and that listed on the delivery BOL shall not be accepted into storage.

Exhibit 3

Refueler Fleet Specifications (Optional Enhancement No. 1)

The refuelers identified in this Exhibit represent MGAA's desired fleet under Optional Enhancement No. 1. Submission of this Optional Enhancement is voluntary. Offerors electing to propose Optional Enhancement No. 1 shall include refuelers in the quantities and with the specifications identified below.

Jet-A Refuelers:

Two (2) 10,000 gallon

Two (2) 7,000 gallon

- Air conditioning
- TCS 3000 Registers
- Modem (wireless transactions)
- FSII Injectors
- FSII Tote (14-gallon, stainless steel)
- Back-up and right-side cameras
- Electronic tank gauging (TCS)
- Defuel capability
- Behind the cab single wrap hose reel
- Dual overwing fueling (7,000-gallon refueler only)
- Lift decks (all 10k's and one 7,000-gallon refueler only)
- Scully thermistor (green)
- Roll printer
- Storage box
- Manual rewind bonding cable
- Geo Tab
- Governed at 15-17 mph
- In-service

2 Avgas Refuelers

Two (2) 1,500 gallon

- Air conditioning
- TCS 3000 Registers
- Modem (wireless transactions)
- Back-up and right-side cameras
- Electronic tank gauging (TCS)
- Behind the cab single wrap hose reel
- Scully optic (blue)
- Vapor recovery
- Roll printer
- Storage box
- Manual rewind bonding cable
- Geo Tab
- Governed at 15-17 mph
- In-service

"In-service" indicates the refueler shall be operationally ready for immediate deployment upon delivery and acceptance by MGAA.