



**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**AVIATION FUELS SUPPLIER**

**RFP NO. 22-23-02**

**DATE ISSUED: NOVEMBER 4, 2022**

**RESPONSES MUST BE RECEIVED NO LATER THAN  
4:00 P.M. (EST), DECEMBER 7, 2022**

**MOORE COUNTY AIRPORT  
7825 AVIATION DRIVE  
CARTHAGE, NORTH CAROLINA 28327**

**EMAIL: [RMANESS@MOORECOUNTYAIRPORT.COM](mailto:RMANESS@MOORECOUNTYAIRPORT.COM)**

## Overview

The Moore County Airport is conveniently located within a short driving distance to Pinehurst, Southern Pines, Aberdeen, Carthage, and Whispering Pines North Carolina. There are approximately forty (40) championship golf courses located within fifteen (15) miles of the airport. As the gateway to the Sandhills Region and Pinehurst area golf courses and resorts, the airport has served as the preferred method for travelers to access our area for several US Open Golf Championships.

The airport experiences significant leisure and business travel throughout the year with the busiest times in the spring and fall; and continues to see a high volume of golf visitors and C- Level Executive business travelers.

Moore County Airport is a Fixed Based Operator (FBO), and provides services including fueling, hangar rentals, transient parking and other FBO services.

The Moore County Airport Authority is seeking to establish an agreement with an aviation fuels provider for the following:

- Furnish and deliver 100 Low Lead (100LL) Av Gas and Jet-A Fuel
- Fuel Cost Summary. What is included in the weekly price per gallon quote?
- Fuel Quality Control
- Training and Professional Fuel Handling
- Refueler Trucks – two (2) 3,000-gallon trucks for Jet-A, and one (1) minimum-capacity 1,000 gallon for 100LL AV gas

## TIMELINE

Release of RFP	November 4, 2022
Questions Due	November 11, 2022
Written Response to Questions Received	November 15, 2022
<b>Proposals Due</b>	<b>4:00 P.M. (EST)- December 7, 2022</b>
<b>Tentative Award</b>	<b>December 14, 2022</b>

## Specifications

The company awarded the concession will be guaranteed a five-year contract. After five years, fueling requirements will be reviewed, and future RFPs will be issued on an as needed basis.

Proposals should address the following:

- The ability to provide aviation fuel delivery 24 hours a day, 7 days a week
- The primary source and location of the fuel supply and description of a contingency plan, in case of interrupted fuel delivery.
- Assurance that every tanker supplying fuel to the Airport fuel farm shall be dedicated to aviation fuel products only and shall not carry any other products. Transportation will only include like-types of fuel to prevent fuel contamination.
- Having a dedicated account manager that will provide timely support as needed.
- Regulatory-type labeling and placards
- Method for determining fuel price, timing of price changes, and method of

communicating changes to the Airport.

- Fuel farm maintenance and inspections
- One (1) refueler truck for 100LL and two for Jet-A.
- Fuel truck maintenance and inspections.
- Any “value added” items that are of no cost to the Airport, describing how they will benefit the users of the Airport and/or the overall airport community.
- Description of rebate schedule and/or discounts received by Proposer and passed along to the Airport
- Credit card charges
- Contract fuel agreements. How payment is processed. Uplift fees.

### **Attachments**

Attachment 1: Sample Aviation Fuels Agreement

### **Acceptance Period**

Proposals should be valid for ninety (90) calendar days unless otherwise noted in the proposal.

### **Format**

No specific format is required for the proposal.

### **Deadline**

Proposals must be received no later than 4:00 P.M. (EST), December 7, 2022.

### **Submission**

Proposals may be delivered to the Moore County Airport directly, to the attention of:

Attn: Ron Maness, Airport Director

US Mail address:

Moore County Airport

PO Drawer 5809

Pinehurst, NC 28374

Proposals will also be accepted electronically at: [maness@moorecountyairport.com](mailto:maness@moorecountyairport.com)

### **Additional Information/Clarification**

Contact information for additional information or clarification:

Ron Maness, Airport Director

Phone: 910-692-3212, ext 1002

Email: [maness@moorecountyairport.com](mailto:maness@moorecountyairport.com)

### **Basis for award**

Pricing is a major consideration in the Airport’s evaluation criteria, but it is not the only determining factor. Proposals will be evaluated on a “best overall value” basis.

The Moore County Airport reserves the right to reject any and all proposals. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the Airport.

## ATTACHMENT 1: SAMPLE AVIATION FUELS AGREEMENT

This AGREEMENT is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Moore County Airport Authority (hereinafter "Airport") and [NAME] (hereinafter "Seller").

### ARTICLE 1. THE CONTRACT DOCUMENTS

1.1 This Agreement includes the following Contract Documents:

Exhibit A - Scope of Services

Exhibit A is attached hereto and incorporated by reference as if fully set forth herein. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

### ARTICLE 2. TERM OF CONTRACT

2.1 The term of this Contract will be from [DATE], through [DATE].

### ARTICLE 3. PAYMENT

3.1 Seller shall be paid within 10 days of receipt of fuel. The Seller shall tender a bill for payment.

### ARTICLE 4. INDEMNIFICATION

4.1 To the fullest extent permitted by laws and regulations, the Seller shall indemnify and hold harmless the Airport and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of the Contract or the actions of the Supplier or its officials, employees, or contractors under this Contract or under the contracts entered into by the Supplier in connection with the work to be performed.

### ARTICLE 5. NOTICES

5.1 All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**Airport:** Moore County Airport  
Attn: Ron Maness, Director  
P.O. Box 5809  
Pinehurst, NC 28374

**Supplier:**

Attn:  
Address:

ARTICLE 6.  
NON-DISCRIMINATION

- 6.1 The Seller shall not discriminate against any person on the grounds of race, color, national origin, sex, age, or handicap in the administration of this Contract. Nor shall any person be excluded from participation in, or be denied the benefits of any project constructed under this Contract on the grounds of race, color, national origin, sex, age, or handicap.

ARTICLE 7.  
IRAN DIVESTMENT ACT

- 7.1 The Seller certifies that: (i) the Seller is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). The Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

ARTICLE 8.  
DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL ACT

- 8.1 This Supplier certifies that the Supplier is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to NCGS, Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer's website at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

ARTICLE 9.  
HEALTH AND SAFETY

- 9.1 Supplier shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this Agreement.
- 9.2 Safety Precautions and Programs. Supplier shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement.

ARTICLE 10.  
NON-ASSIGNMENT

- 10.1 This Agreement is not assignable by either party, by operation of law or otherwise.

ARTICLE 11.  
MODIFICATION

11.1 This Agreement may be modified only by a written agreement executed by both parties.

ARTICLE 12.  
INTEGRATION

12.1 This Contract sets forth the entire agreement between the parties and supersedes any and/or all other agreements on this subject between the parties.

ARTICLE 13.  
DEFAULT

13.1 In the event of any noncompliance of any term or terms of this contract by the Supplier, the Airport may, at its sole option, declare the Supplier in default and immediately terminate this contract. Should the Airport terminate this contract due to the default of the Supplier, the Airport may, in addition to its other rights, contract with any other party to fulfill the Supplier's obligations hereunder at the Seller's expense. The Seller shall be liable for any increase in cost borne by the Airport due to the default. This shall in no way limit the Airport's right to collect any other damages, whether legal, equitable or punitive, due to the default of the Supplier.

ARTICLE 14.  
INSURANCE

14.1 The Supplier shall comply with the North Carolina Workers' Compensation Act and shall provide the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Supplier is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Supplier shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agent during the performance of service.

14.2 Supplier shall maintain, at its expense, the following minimum insurance coverage:

General Liability	\$2,000,000
Auto Liability	\$2,000,000
Umbrella Coverage	\$5,000,000

Supplier agrees to furnish the Airport proof of compliance with the insurance coverage requirements of this Agreement upon request. Supplier upon request by the Airport shall furnish a certificate of insurance from an insurance company licensed to do business in the State of North Carolina and acceptable to the Airport verifying the existence of any insurance coverage required by the Airport. The certificate will provide thirty (30) days advance notice in the event of termination or cancellation of coverage.

ARTICLE 15.  
MISCELLANEOUS

15.1 Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement, shall be brought in the General Court of Justice in the County of

Moore and the State of North Carolina.

- 15.2 Rights and Remedies. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 15.3 If any section, subsection, sentence or clause of this Contract shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of other sections of this Contract.
- 15.4 Priority of Documents. In the event of any inconsistency between the Agreement and any attachment to the Agreement, the Agreement will have priority followed by the Contract Documents in the order in which they appear in Section 1.1.
- 15.5 Waiver of Rights. No action or failure to act by the Airport or Seller shall constitute an obligation or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- 15.6 Compliance with Laws. Seller represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.
- 15.7 Required Certificates. Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Supplier and promptly delivered to the Airport.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**MOORE COUNTY AIRPORT AUTHORITY**

**[NAME OF SUPPLIER]**

\_\_\_\_\_  
Mike Jones, Chairman

\_\_\_\_\_  
Name/Title

**Pre-Audit Certificate:**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Carol Oakley, Finance Officer

## EXHIBIT A – SCOPE OF SERVICES

**DELIVERIES:** The aviation fuels sold and purchased hereunder shall be the regular grade or grades of aviation fuels as currently supplied by [NAME] and deliveries to Airport hereunder shall be by tank truck at the place of business of Airport in approximately even quantities in such amounts and at such times during business hours as Airport may direct. It is understood that Seller's obligation hereunder is limited to such grade or grades of aviation fuels as are distributed by Seller, at the time and place of delivery hereunder.

**PRICING:** Airport agrees to pay for the aviation fuels covered by this contract as follows:

JET A	Seller's posted dealer price*
AVIATION GASOLINE 100LL	Seller's posted dealer price*

\*As herein used, the words "Seller's posted dealer price" mean the price posted and displayed at the time of delivery, at Seller's office at location shown in paragraph 5 hereafter.

**TERMS:** Buyer agrees to pay cash at time of delivery for all such aviation fuels. If Seller shall extend credit to Buyer, Buyer agrees to pay for all such aviation fuels via EFT (Electronic Funds Transfer) 10 days from delivery date. Seller reserves the right to withdraw these terms and demand certified cash payments on delivery without assigning any cause for such action. The failure or refusal of Airport to comply with the requirements which the Seller may impose hereunder as to payment shall entitle the Seller to suspend delivery pending such failure or refusal or to terminate this agreement forthwith. The suspension or termination of this agreement because of the failure of Airport to perform any of the agreements herein contained shall not in any way prejudice Seller's other rights hereunder.

If Airport's account with [NAME] is in arrears, the Buyer hereby agrees that the Seller, at his discretion, may request credit card companies to reimburse [NAME] with Airport's credit card receipts and hereby authorizes the credit card company to send credit card reimbursement to [NAME].

It is further agreed that the Seller, in lieu of reimbursing Airport for credit card receipts, may apply the reimbursement to the outstanding balance on Airport's account.

**ATTORNEY AND/OR COLLECTION FEES:** If the Airport becomes in default of the terms of this agreement, Airport agrees to a late payment charge on any delinquent balance in the amount of 1.5% per month, 18.0% per annum or the maximum amount permitted by law from the date of default. Airport agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance or the enforcement of this contract.

**TAXES, FEES, AND AIRPORT CHARGES:** Any tax or other charge imposed by any governmental authority or other agency upon the commodity herein sold, or on the



production, sale, transportation, or delivery thereof, or any feature thereof or of this agreement, existing at the time of delivery thereunder, shall be added to the price hereunder and paid by Airport.

**FAILURE TO PERFORM:** If Seller's supplier should at any time during the life of this contract discontinue the marketing of any or all grades of aviation fuels in Airport's territory, Seller shall be relieved of all obligation to sell or deliver such discontinued grade or grades to Airport and Airport shall be at liberty to purchase such discontinued grade or grades from other sources.

**CONDITIONS:** All orders hereunder will be filled with reasonable promptness, but it is mutually agreed that Seller shall not be obligated to furnish goods hereunder, nor be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with its workers, lockouts, fires, foreign or domestic governmental authority, war conditions in this and any foreign country, accident, delays by railway or other methods of transportation, or other causes beyond its control, shall render it impossible for Seller to do.

**TRADEMARKS:** Seller grants to Airport, a nonexclusive, non-transferable right to use the "[BRAND]" brand or licensed trademark in connection with the sale of Aviation Fuel at Airport's FBO. Airport will conform to the branding rules of usage set forth by Seller.

Nonconformance to these rules will result in the de-branding of the Airport FBO.

**HEALTH, SAFETY & ENVIRONMENTAL ("HS&E") COMPLIANCE:**

**Product Handling** - Airport shall exercise extreme caution in the storing, handling, and dispensing of Aviation Fuel, including daily inspection of all storage and dispensing equipment to prevent or eliminate contamination in any form, including commingling with other fuels. Airport shall, immediately notify Seller of any instance of Aviation Fuel contamination or commingling with other fuels.

**Environmental Compliance** - Airport shall observe any and all federal, state, and municipal laws, ordinances, rules and regulations, user permits, and the like pertaining to the composition, handling, storage and dispensing of Aviation Fuel purchased hereunder including, without limitation, any and all laws, ordinances, rules and regulations pertaining to the volatility or vapor pressure of Aviation Fuel and the storage of same in aboveground or underground storage tanks. Airport shall comply with any reasonable program instituted by Seller to assure compliance with any such laws, ordinances, rules and regulations.

**INSURANCE TO BE MAINTAINED BY AIRPORT**

Airport shall purchase and maintain at Airport's expense the following insurance coverage in order to be a branded [NAME] Aviation FBO:

Commercial General Liability Insurance, including premises and operations as well as products/completed operations liability for aviation products and refueling operations with minimum limits of five hundred thousand dollars (\$500,000) without restrictive per person sub-limits for bodily injury and/or property damage.

Name both [NAME]., as additional insured parties with respect to liability arising from Buyer's aviation operations. Operations including refueling, de-fueling and/or lubrication of aircraft.

Excess Aviation Refueling Liability Insurance in the amount of 50 million dollars (\$50,000,000) will be provided Airport free of charge provided Airport secures and maintains said underlying insurance.

In the event Airport is able to secure said insurance, only with \$100,000 per-person sub-limits for bodily injury Airport will be permitted to be a branded [NAME], but will not be eligible for the \$50 million excess liability insurance program.

Airport may elect not to participate in the Excess Aviation refueling Liability Insurance program, but will be required to maintain insurance meeting the above criteria to be a branded [NAME] Aviation FBO.

CHARGE/ CREDIT CARD PROGRAM: Invoices from credit and charge card sales may be purchased by Seller from Airport for approved charge and credit cards, but only as to such merchandise and services and upon such express regulations and instructions as may be set forth in the " Merchant Terms and Operating Procedures Manual" published by Seller and furnished to Airport from time-to-time. Upon failure by Airport to comply strictly with such regulations and instructions, Seller shall have the right to charge back to Airport any amounts represented by non-complying sales. Such regulations and instructions, as amended or supplemented from time-to-time at Seller's sole discretion, shall be deemed part of this Agreement. Airport shall accept and honor all credit card, charge card, fuel card, contract fuel, and other payment methods designated by Seller. All transactions shall be processed via point-of-sale devices and web-enabled processing solutions that are designated and provided by Seller or 3<sup>rd</sup> party software vendors designated and approved by Seller.

CONTRACT FUEL PROGRAM: Seller offers a comprehensive Contract Fuel Program, and Airport agrees to participate in this program exclusively. Airport represents and warrants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other Supplier or Reseller Contract Fuel Program. Airport agrees that into-wing services provided by Airport to Seller's contract fuel customers will be at a fee lower than any other fee offered to other Resellers. Airport agrees to process all Reseller transactions via Seller's Contract Fuel Program.

SPECIAL INCENTIVES:

Seller will provide two Jet-A refuelers and one Avgas refueler.