



METROPOLITAN
KNOXVILLE
AIRPORT
AUTHORITY

Request for Proposal
Aviation Fuel and
Fueling Equipment
for the
Metropolitan Knoxville Airport Authority

Issue Date:
November 20, 2023

Proposal Due Date:
December 8, 2023

METROPOLITAN KNOXVILLE AIRPORT AUTHORITY
P.O. Box 15600
Knoxville, TN 37901
Phone: (865) 342-3001

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I. Notice (Advertisement)

The Metropolitan Knoxville Airport Authority (MKAA) is accepting "Request for Proposals" for Aviation Fuel and associated Equipment.

A Request for Proposal (RFP) package can be obtained online at www.flyknoxville.com under the "Do Business @ TYS" tab or by emailing at Michael.Giles@tys.org.

The proposal must be submitted to the Metropolitan Knoxville Airport Authority no later than 4:00 PM local time on December 8, 2023.

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II. Minimum Requirements

- Equipment (Rental/Lease)
 - 3,000- or 2,200-gallon Jet-A Refueler – Stainless Steel for a monthly cost.
 - 1,000-gallon Avgas 100LL Refueler – Stainless Steel for a monthly cost.
 - Supplier shall provide inspections and service of the pumping equipment and filters by a company representative at no cost to the MKAA.
- Fuel
 - Aviation Fuel – 100 LL – meets or exceeds ASTM D-910
 - Aviation Fuel – Jet – A – meets or exceeds ASTM D-1655, delivered to site with anti-icing additive pre- blended at the terminal.
 - Fuel must be free from contaminants (water, sediment, etc.) And the Supplier must provide Specifications Sheets and Technical Information regarding products delivered upon request.
 - Deliveries will normally be at full transport amounts.
 - All freight charges shall be a separate line item on each delivery invoice.
 - A pricing notification will be provided to the Airport Manager. The weekly Price bid shall include all taxes. Invoices shall show the breakdown of all taxes included in the price paid per gallon.
- Services
 - All Equipment provided by the Respondent must be 2006 model year or newer (If age of refueler exceeds this requirement, justification should be provided).
 - Suppliers must provide additional services to do yearly filter service on both the refuelers and the airports existing 12,000- gallon 100 LL and 12,000- gallon Jet -A above ground fuel tanks.
 - Deliveries must be made on an “As Needed” Basis. Supplier must be able to make deliveries within 48 hours of Notice.
 - Training shall be provided on-site at no cost to the MKAA for operation of the rental equipment and fueling operations.
 - Provide substitute aviation and jet re-fuelers at DKX if needed in case of emergency.
 - Supplier shall provide purchaser with written product quality reports on a quarterly basis and certification of quality for each delivery. Supplier shall inspect all fuel handling equipment on an annual basis and provide the purchaser with written inspection reports.
- Credit Cards
 - Supplier shall accept state and federal government issued credit cards.

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- Supplier shall accept other general use credit cards such as, but not limited to, Visa, MasterCard, and American Express. General use cards are defined as: Recognized name brand cards carried by the general public and used for a variety of purchases other than aviation.
- Successful supplier shall integrate with the installed QTpod machine, with all credit card supplies, forms, materials, etc. without charge to the Airport Authority.
- Supplier must provide toll-free credit card authorization service.
- Supplier's credit card processing service shall provide for normal airport related charges, in addition to fuel, such as, but not limited to tie down fees, hangar or lease payments, pilot supplies, minor repairs, flight, and/or weather service. The additional listed purchases must be processed at the same fee charge rate as fuel purchases.
- Supplier shall reimburse Metropolitan Knoxville Airport Authority (MKAA) for credit transmittals by direct deposit to the Airport Authorities bank account of record within two (2) days of receipt.
- MKAA reserves the right to utilize independent credit card processing providers separate from this contract for purchases at any time if deemed to be in the best interest of the Airport Authority.

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III. Submission Contents and Procedure

Submission Contents

All proposals must be on Company Letterhead and the Proposal should contain:

1. Introduction including description of the firm, location of the headquarters, years of operation and other locations (fueling centers and equipment facility).
2. Describe the Respondent's approach to timing, training, delivery, and maintenance.
3. List of references (5 minimum)
4. Cost (see Bid Sheet Attached)
5. Options – if available

Submission Procedure

Proposals shall be submitted no later than 4:00 PM EST on December 8, 2023

| | |
|---|---|
| <u>Regular U.S. mail to:</u> Michael Giles Procurement Manager Metropolitan Knoxville Airport Authority PO Box 15600 Knoxville, TN 37901 | <u>Or by courier or hand-delivered to:</u> Michael Giles Procurement Manager 3rd Floor Admin. Offices Metropolitan Knoxville Airport Authority 2055 Alcoa Highway Alcoa, TN 37701 |
|---|---|

All submittals received after the designated time will not be considered.

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IV. Selection Timeline and Evaluation Criteria

Selection Timeline:

| | |
|-----------------------------------|---|
| Notice Publication Dates | November 20, 2023 thru December 8, 2023 |
| Last Day for Questions | November 27, 2023 by 12:00 Noon EST |
| Proposals Due | December 8, by 4:00 PM EST |
| Interview Sessions (if questions) | To Be Determined |
| Estimated Start Date | March 1, 2024 |

Evaluation Criteria

Respondents may be selected for interviews and presentations by an MKAA selection committee based upon review of the proposals provided in response to the RFP.

The most qualified Respondent will be selected based on the following criteria:

1. 0-30 Points: Basic Information including References.
2. 0-30 Points: Equipment Lease Pricing
3. 0-30 Points: Fuel Pricing
4. 0-10 Points: Options including Credit Card Services

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V. Terms and Conditions; Contract Requirements

DBE Program

Firms shall comply with MKAA approved DBE Program (available at www.flyknoxville.com) to ensure disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts and shall not be discriminated against on the basis of race, color, national origin, disability, or sex in the award and performance of DOT assisted contracts or other contracts defined by MKAA.

Response Costs

All costs incurred in preparing the response to the Request for Proposal (RFP), participating in the RFP process, and negotiating with MKAA, whether or not an award is granted, shall be solely the responsibility of the Respondent. All materials and documents submitted by the Respondent in response to the RFP will become the property of MKAA and shall not be returned to the Respondent.

Right to No Award or Partial Award

Award will be made to the Respondent(s) with the most qualified and/or responsive proposal which may or may not be the lowest cost (if applicable), if awarded. MKAA reserves the right to reject all responses, reject portions of any response, or accept the response(s) deemed most advantageous to MKAA. In addition, MKAA reserves the right to modify the terms of the RFP at any time. MKAA will provide the Respondents with written notice of cancellation or modification.

Rejection of Responses / Cancellation of RFP

MKAA reserves the right to reject any or all responses to the RFP, including, but not limited to, any response containing exceptions to the minimum requirements and/or specifications or fails to meet the minimum requirements and/or specifications in whole or in part. Responses containing terms and conditions other than those specified herein may be considered nonresponsive. Partial or incomplete responses may be rejected. MKAA reserves the right to reject responses or penalize Respondents who do not follow the requirements of the RFP and, likewise, to waive any informalities, technicalities, or omissions therein. Responses having any

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erasures or corrections shall be initialed in ink by the Respondent. Unsigned responses will be considered nonresponsive.

Also, MKAA reserves the right to reject any response when a parent, subsidiary, affiliate, or predecessor in interest of the Respondent has pending litigation or claims with MKAA, or if any response includes a proposed subcontractor or supplier having pending litigation or claims with MKAA, if MKAA determines, in its sole discretion, such litigation or claims may adversely affect the ability of the parties to work efficiently and effectively under any purchase order resulting from the RFP, or for any other reason as determined by MKAA. MKAA further reserves the right to cancel the RFP process at any time.

Explanation by Addendum Only; Questions and Clarifications

Every request for interpretation, questions or for additional information regarding the RFP shall be made in writing to Michael Giles, Procurement Manager, Metropolitan Knoxville Airport Authority, Post Office Box 15600, Knoxville, TN 37901, or by email at michael.giles@tys.org. All inquiries must be received before November 27, by 12:00 Noon EST. Questions by phone will not be accepted.

All questions and answers will be available to all interested firms. To receive this information, please send an email to Michael Giles at the email address above after 12:00PM EST, November 28, 2023.

The Metropolitan Knoxville Airport Authority is not responsible for any electronic communication failures or material delivery delays. MKAA reserves the right to reject all submittals without cause.

Should an Addendum be issued, the Respondent must acknowledge receipt.

No-Contact Policy

The Chairman of the Board of Commissioners of MKAA has imposed a no-contact policy on the selection process. The no-contact policy is intended to prohibit any Respondent from engaging in any direct or indirect lobbying of any Board Member, MKAA staff member, other persons or organization who may be involved in the RFP process. The no-contact policy is effective between the date the RFP is issued and the date of execution of any agreement resulting from this RFP. Questions submitted in writing for clarifications of the information contained in the RFP are not prohibited by the policy.

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Insurance

The Respondent shall furnish and keep in force for the life of any agreement resulting from this RFP insurances policies reasonably requested by MCAA, including, but not limited to, Workmen's Compensation Insurance for all workers employed on the job. The Respondent shall provide certificate of insurance as required by the Metropolitan Knoxville Airport Authority. All insurance companies must be licensed to do business in Tennessee and the MCAA, its commissioners, its officers, and its employees must be added as additional insured on all policies.

Title VI Solicitation Notice

The Metropolitan Knoxville Airport Authority (MCAA), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Certification Regarding Debarment

By submitting a proposal under this RFP, Respondent certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification Regarding Trade Restriction

By submitting a proposal under this RFP, Respondent certifies that with respect to this solicitation and any resultant contract, Respondent—

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country

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included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

Respondent must provide immediate written notice to MKAA if Respondent learns that its certification or that of any permitted subcontractor or subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. Respondent must require permitted subcontractor or subconsultant provide immediate written notice to Respondent if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to a Respondent or any permitted subcontractor or subconsultant:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Respondent agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all contracts with any permitted subcontractor or subconsultant. Respondent may rely on the certification of any permitted subcontractor or subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless Respondent has knowledge that the certification is erroneous.

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This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that Respondent or any permitted subcontractor or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through MKAA cancellation of the contract or subcontract for default at no cost to MKAA or the FAA.

Lobbying

Respondent certifies by submitting a proposal under this RFP, to the best of its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of Respondent, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, Respondent shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Respondent shall require that the language of this certification be included in any permitted award documents for all applicable sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Contract Requirements

Choice of Law. The laws of the State of Tennessee must govern the operation and enforceability of any agreement resulting from this RFP. Any action or legal proceeding arising out of or related to any agreement resulting from this RFP must be brought in the state courts of Knox County, Tennessee, or in the federal court in the district where the Airport is located.

Sovereign Immunity of MKAA. MKAA will not enter into any agreement which contains a clause requiring MKAA to indemnify, hold harmless, or defend any party. Also, MKAA will not enter into any agreement which contains a clause limiting its remedies against any party.

Indemnification. The Selected Respondent must agree to indemnify and hold MKAA, its commissioners, officers, agents and/or employees harmless from and against any and all lawsuits, damages and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed and/or threatened against MKAA, its commissioners, officials, agents and/or employees for damages because of any damages arising out of or in consequence of the performance of services by the Selected Respondent to the extent that such damages are attributable to the negligence of the Selected Respondent or its agents and/or employees.

Confidentiality. MKAA cannot agree to confidentiality provisions in any agreement resulting from this RFP due to open records laws.

Federal Aviation Administration Provisions. The Selected Respondent must agree to comply with Civil Rights provisions and any other applicable Federal Aviation Administration requirements in any agreement resulting from this RFP.

TDOT Aeronautics Division Provisions. The Selected Respondent must agree to comply with any applicable Tennessee Department of Transportation Aeronautics Division requirements in any agreement resulting from this RFP.

Non-Boycott of Israel. The Selected Respondent will certify that it is not currently engaged in and will not for the duration of any agreement resulting from this RFP

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engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to any agreement resulting from this RFP with a total value of less than two hundred fifty thousand dollars (\$250,000) or to Respondents with less than ten (10) employees.

Federal Fair Labor Standards Act. Any agreement resulting from this RFP incorporated by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Selected Respondent has full responsibility to monitor compliance to the referenced statute or regulation. The Selected Respondent must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Recovered Materials. To the extent applicable to any agreement resulting from this RFP, Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.

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VI. Appendix 1 (Bid Sheet)

The Metropolitan Knoxville Airport Authority (MCAA) is requesting the following Bid Proposal for Aviation Fuel and Aviation Fueling Equipment to be guaranteed for five years from the execution of the agreement on the behalf of the Downtown Island Airport (DKX).

Jet-A Pricing (based on PLATTS Gulf Coast Previous Weeks Mean + differential at time of bid)

A. _____ + _____ BASE JET-A PRICE [w/additive] (per gallon) including freight and fuel surcharges (Include Platts Pricing + Differential excluding taxes)

Avgas Pricing (based on PLATTS Gulf Coast Premium Unleaded + differential at time of bid)

B. _____ + _____ BASE AVGAS PRICE (per gallon) including freight and fuel surcharges (Include Platts Pricing + Differential excluding taxes)

Jet-A Refueling Equipment

C. _____ Monthly Rental Cost (3,000 or 2,200 Gallon)

Avgas Refueling Equipment

D. _____ Monthly Rental Cost (1,000 Gallon)

Credit Card Processing

E. _____ Credit Card Processing Fee % (Provide explanation if a range of percentages is used)

Note: All prices are United States Dollars

All Bidders must provide necessary insurance documentation and schedule an "On-Site" Meeting at the Downtown Island Airport (2701 Spence Place, Knoxville, TN 37920).

Company Name

Date

Authorized Representative Name (Printed)

Phone Number

Authorized Representative Name (Signature)

e-mail address

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VII. Appendix 2 (Additional Information)

The Metropolitan Knoxville Airport Authority (MCAA) operates the Fixed Base Operation at the Downtown Island Airport (DKX). The DKX Airport is located at 2701 Spence Place, Knoxville, Tennessee 37920. Annual sales of 73,489 gallons of Jet-A and 142,388 gallons of 100 LL fuel were sold during Fiscal Year July 2021 – June 2022 (Airport was closed for several months during runway reconstruction during Fiscal Year 2022-2023). Fuel purchases volumes can and do vary, the amount listed is a reference for informational purposes and **DOES NOT** guarantee the volume of actual purchases.