

DM AIRPORTS, LTD., Operators of Morristown Municipal Airport



REQUEST FOR PROPOSAL FOR SUPPLY OF AVIATION FUELS AND RELATED SERVICES AT MORRISTOWN MUNICIPAL AIRPORT

The enclosed **REQUEST FOR PROPOSAL (“RFP”)** and accompanying specifications and requirements are for your convenience in proposing the enclosed referenced goods and related services for DM AIRPORTS, LTD. (“DM”), Operators of Morristown Municipal Airport (“MMU” or “Airport”), 8 Airport Road, Morristown, NJ 07960. The goods and services seeking to be procured include the provision of Aviation Fuels; the creation an Aviation Fuel Facility Improvement/Enhancement Fund; Fuel Facility maintenance; and the provision of refueling equipment, among other services as described more fully herein.

RFP documents are available electronically on the Morristown Municipal Airport’s website at www.mmuair.com. . Any addenda issued will be sent to all known RFP holders.

Each proposal shall be sealed and **manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside of the envelope the firm name and RFP name as shown below.

Six (6) sealed proposals, one (1) original and five (5) copies shall be received no later than:

November 7, 2025, 12:00pm

MARK ENVELOPE: “RFP No. 2025 – 01; SUPPLY OF AVIATION FUELS AND RELATED SERVICES FOR MORRISTOWN MUNICIPAL AIRPORT

An electronic copy shall also be provided but will not be deemed to be the official submission.

Proposal Schedule

RFP Released	October 9, 2025
Pre-Proposal Conference/Site Inspection	October 28, 2025
Questions Regarding Proposal Specifications	October 30, 2025
Proposal Submission Date	November 7, 2025
Short List Developed	November 12, 2025
Short List Interviews	November 18-20, 2025
Contract Negotiations	December 1-5, 2025
Contract Award	December 19, 2025

Mandatory Pre-Proposal Conference/Site Inspection

DM AIRPORTS, LTD. Administration Building
8 Airport Road
Morristown, NJ 07960

The Pre-Proposal Conference to be held on **October 28, 2025 at 10am**, will include a site inspection of the Morristown Municipal Airport Fuel Facility. This conference is mandatory for any potential proposer. Please advise, via email to darrenl@mmuair.com, the number of representatives and identities of those who will be attending.

Questions Regarding Proposal Specifications

All questions regarding this proposal should be submitted in writing to DM. Questions will be answered and distributed to all proposers known to have received a copy of this RFP.

Please direct all questions to:

Darren Large, A.A.E.
darrenl@mmuair.com
973-538-6400
Director, Facilities & Operations
DM AIRPORTS, LTD. | Operators of MMU

Questions regarding this proposal must be received by the aforementioned contact no later than 4:00 PM on October 30, 2025. Questions will not be accepted after this time.

Proposal Submission

DM appreciates your time and effort in preparing a proposal. Please note that to be officially accepted, all proposals must be date/time stamped and received at the DM Administration Office by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

DM is aware of the time and effort you make in preparing and submitting proposals. Please let us know of any requirements that are causing you difficulty in responding to this RFP. We want to make this process as convenient as possible so that responsible vendors can compete.

RFP documents are available electronically on the Morristown Municipal Airport's website at www.mmuair.com.

Summary of Goods and Services Being Sought

This document is seeking proposals for, among other goods and services as stated herein, the provision of Aviation Fuels, more specifically, Jet-A, Sustainable Aviation Jet-A Fuel (SAF) (referred to by some as Synthetic Aviation Fuel), Aviation Gasoline 100LL (AvGas) and Unleaded Aviation Gasoline (Unleaded AvGas), and related services. As described fully later in this RFP, DM will be using pricing for Jet-A and AvGas delivered, inclusive of all fees, as the primary basis for selection. The “TOTAL FUEL PRICE PER GALLON” of Jet-A Fuel will be a primary, but not the exclusive, basis for selection. That price should be including of all fees and transportation costs broken out above. JET- A shall be based on Platts New York Harbor Barge mean prior week traded day average, in effect on the November 7, 2025. See Appendix C. As for SAF, some tenants at the Airport have expressed the desire to be able to purchase such fuel at the Airport and, for that reason, DM wants proposers to describe their ability to provide SAF and how they intend either DM or themselves to manage carbon offset credits associated with the purchase of SAF at the Airport (or intends to contract with a vendor who has that ability). The Fuel Facility does not currently have the infrastructure to accept/store Unleaded AvGas. Proposers are encouraged to address how they would provide such capacity and their ability to provide Unleaded AvGas.

Proposers are also requested to address a number of other services to enhance the fuel supply aspects of the Airport. DM is anticipating awarding a contract for a term of at least five (5) years, with a five (5) year extension, but encourages proposers to include proposals for a different term if they perceive advantages to the parties of a longer or shorter term.

By way of background, the Morristown Municipal Airport is owned by the Town of Morristown and managed and operated by DM, pursuant to a long-term lease. For the last fifteen (15) years, Ascent Aviation, a subsidiary of World Fuel Services, has delivered all Aviation Fuels for the Airport under an agreement with DM. DM will continue to act as the Airport wholesale dealer of Aviation Fuels. However, DM wishes to evaluate all means and methodologies available for effectively keeping the wholesale price of available fuel at MMU competitive with other airports in the New York metro area.

At the current time, there are two (2) Fixed Base Operators (FBOs), Atlantic Aviation and Signature Aviation. Furthermore, corporate hangar leaseholds at the Airport are allowed to self-fuel their aircraft with fuel purchased from the Airport’s Fuel Facility. Each corporate hangar has its own dedicated refueler truck(s). There are 16 Jet-A mobile refuelers on the airfield as of January 6, 2025. Five (5) are operated by the FBOs, and eleven (11) are operated by corporate tenants. There are three (3) AvGas refuelers. All three (3) are operated by the FBOs. Provision of refueling equipment will not be a requirement for proposers wishing to submit a bid and therefore, should not be reflected in the potential cost of Aviation Fuels, but proposers may demonstrate their ability to procure refueling equipment if a need arises for a FBO or Corporate tenant.

Morristown Municipal Airport Fuel Facility Overview and Historical Aviation Fuel Purchases

The MMU Fuel Facility was renovated in 2017. The Fuel Facility consists of six (6) carbon steel above ground tanks mounted on concrete piers, which are dedicated to Jet-A Fuel storage. The capacity for each tank is 20,000 gallons. The Fuel Facility also contains one (1) carbon steel above ground tank (JL Houston) dedicated to AvGas storage. The capacity for the AvGas tank is 12,000 gallons. There is currently no capacity for Unleaded AvGas.

There are no other Aviation Fuel storage facilities at the Airport at this time, nor are any additional Aviation Fuel storage facilities contemplated.

MMU historical fuel sales over the past five non-COVID years are as follows, in gallons:

YEAR	JET-A	AVGAS 100LL
2024	6,929,493	232,034
2023	6,348,598	214,003
2022	7,042,576	233,732
2021	6,348,598	189,388
2019	7,625,519	143,372

These volumes are for guidance purposes as to the projected annual volumes of the term of the fuel purchase agreement being sought by this RFP.

Table of Contents

SECTION I.....	7
INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS	7
<u>PROPOSAL PREPARATION</u>	7
<u>RECEIVING PROPOSALS</u>	8
<u>ADDITIONAL TERMS AND CONDITIONS</u>	9
SECTION II	10
SPECIFICATIONS FOR SUPPLY OF AVIATION FUELS AND RELATED SERVICES FOR MMU	10
<u>PROJECT OVERVIEW</u>	10
<u>SCOPE OF PRODUCTS AND SERVICES SOUGHT AND CONTENT OF PROPOSALS</u>	13
<u>A. Supply of Traditional Aviation Fuels – Jet-A and Avgas</u>	13
<u>B. Supply of SAF</u>	14
<u>C. Supply of Unleaded AvGas</u>	14
<u>D. Provision of Refueling Equipment</u>	15
<u>E. Aviation Fuel Facility Improvement/Enhancement Fund</u>	15
<u>F. Fuel Facility Maintenance</u>	15
<u>G. Quality Assurance and Quality Control</u>	16
<u>H. Training Requirements</u>	16
<u>I. Auxiliary Programs and Services</u>	17
<u>J. Sustainability Initiatives</u>	17
<u>K. Safety and Environmental Policies</u>	18
<u>L. Contingency Plan</u>	18
<u>M. Fuel Rewards Program for Based Tenants</u>	18
<u>N. Prompt Payment Discounts</u>	19
SECTION III:.....	19
PROPOSAL SUBMITTAL FORMAT	19
<u>Proposal Submittal Format</u>	19
APPENDIX A	23
PROPOSER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT	23

APPENDIX B	25
CONTRACTOR INFORMATION	25
APPENDIX C	26
FUEL PRICE TABULATION.....	26
APPENDIX D	27
PROPOSER CUSTOMER/CLIENT REFERENCES.....	27
APPENDIX E	28
MORRISTOWN AIRPORT TENANT FUEL RFP SURVEY	28
APPENDIX F	34
FUEL SALES AGREEMENT.....	34
APPENDIX G.....	37
REQUIRED LEGAL COMPLIANCE LANGUAGE AND FORMS.....	37

SECTION I

INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS

PROPOSAL PREPARATION

Proposal must include all information required by the RFP or the proposal may be rejected. Proposer is welcome to use the forms included in this packet. Each proposal must be placed in a separate sealed envelope, be **manually signed by a person having the authority to bind the firm to a contract**, and be marked clearly on the outside of the envelope as shown below:

MARK ENVELOPE: “RFP No, 2025 – 01; SUPPLY OF AVIATION FUELS AND RELATED SERVICES FOR MORRISTOWN MUNICIPAL AIRPORT”

FACSIMILE AND/OR EMAIL TRANSMITTALS WILL NOT BE ACCEPTED AS THE OFFICIAL PROPOSAL.

Once completed, please return proposal to:

**DM AIRPORTS, LTD.
Attention: Darren Large, A.A.E.
Director, Facilities & Operations
8 Airport Road
Morristown, NJ 07960**

To be officially accepted, all proposals must be received at the DM Administration Office prior to the proposal submission deadline date and time. DM will not be responsible for mis-delivered, damaged, or lost packages that are not received prior to the stated proposal due date and time. It is the proposer’s responsibility to deliver their proposal at the proper time and to the proper location.

IT IS UNDERSTOOD that DM reserves the right to reject any or all proposals for any or all products and/or services covered in this RFP for any reason whatsoever and to waive informalities of defects in such proposals. DM reserves the right to accept all or part of any proposal. Proposers agree that any proposal may form the basis for further negotiations between proposer and DM.

General Instructions

Proposers should carefully examine all terms, conditions, specifications, and related documents. Should a proposer find discrepancies in, or omissions from the specifications or related documents, or should there be doubt as to their meaning, DM should be notified immediately for clarification prior to submitting the proposal. In the event of any conflict between the instructions to proposers

and the specifications, the specifications shall govern. In the event of any conflict in interpreting any part of this overall document, DM's interpretation shall govern.

Addenda

Any interpretations, corrections or changes to this RFP and Specifications will be made by addenda. The sole issuing authority of addenda shall be vested in DM. Addenda will be distributed to all who are known to have received a copy of this RFP. Proposers must acknowledge receipt of all addenda. Proposers may signify receipt of Addenda on the Proposer Certification and Addenda Acknowledgement form found in this RFP in Appendix A.

RECEIVING PROPOSALS

Late Proposals:

Proposals received by DM after the submission deadline will be considered void and unacceptable. DM is not responsible for late, misdirected, damaged, lost or undelivered mail. The date/time stamp affixed to the proposal in the office of DM's Director, Facilities & Operations shall be the official time of receipt.

Altering Proposals

Proposals cannot be altered or amended after the submission deadline. Any alterations or erasures made before submission must be initialed by the signer of the proposal, guaranteeing authenticity.

Withdrawal of Proposals

Any proposal may be withdrawn prior to the delivery deadline. Notice to withdraw the proposal must be in writing and submitted to DM prior to the deadline.

Rejection of Proposals

DM may choose to reject all proposals and not award any contract. If DM does not award a contract within one hundred twenty (120) days following the date specified for the proposal submission date, all proposals will be deemed to be rejected by DM, except that of a selected proposer with which DM is still negotiating a contract.

Review Committee:

Proposals received in response to this RFP will be reviewed and evaluated by a committee composed of DM staff.

Proposer interviews may be requested by DM to clarify or verify the respondent's written proposal after the initial evaluation of all proposals.

DM reserves the right to request that a proposer negotiate with DM and to request a Best and Final Offer from any and all proposers after proposal submission, and before the award of the contract.

ADDITIONAL TERMS AND CONDITIONS

Contract Award:

If a contract is awarded, the contractor will be selected by DM at DM's sole discretion based on submissions in conjunction with the conditions, terms and Specifications of the RFP, and as a result of subsequent negotiations. The form of contract will be negotiated between DM and the successful proposer. DM's intention is to start with the proposed form of contract submitted by the proposer but will have the right to modify provisions of such document or to utilize a different form of contract.

DM may, at its sole discretion, award "all or part" of a proposal to the responsive and responsible proposer(s) that demonstrates that it can provide the best value to the Airport in meeting or exceeding the terms, conditions, and Specifications of the RFP. DM will require the selected proposer(s) to participate in negotiations, and to submit any revisions of their proposal as may result from negotiations.

DM has the right to award a contract upon the conditions, terms, and specifications contained in a proposal submitted for a period of up to one hundred twenty (120) days following the date specified as the proposal submission date, or once negotiations have commenced with a proposer, after those negotiations have concluded, whichever date is later.

In determining the best value to the Airport, DM may consider at its sole discretion:

1. Fuel price; DM will be using pricing for Jet-A and AvGas delivered, inclusive of all fees as the primary basis for selection;
2. Ability to secure and provide SAF and Unleaded AvGas;
3. The adequacy of the proposer's facilities to provide the goods and services in this proposal;
4. Whether the proposer has adequate financial resources to comply with the RFP specifications and terms;
5. The proposer's record of performance with DM or other entities in the Northeast Region of the United States;
6. The ability to provide funding for Fuel Facility improvements/enhancements;
7. The proposer's pricing on any other services included in its proposal;
8. The proposer's experience in QA/QC and training;
9. The proposer's proven track record of customer service and marketing programs and support services;
10. The proposer's sustainability initiatives as well as their environmental and safety policies;
11. The proposer's Contingency Plan, specifically for the event off-spec fuel is provided;

12. Other criteria in this proposal; and
13. Prompt payment discounts available.
14. Any other factors that could be material to the proposer's ability to comply with the contract and to benefit the Airport.

Contract Execution

The successful proposer must execute and deliver the contract within fifteen (15) business days from the date that the negotiated contract has been sent by DM to the proposer for execution. Upon failure to do so, DM shall have the right to treat the proposer as having abandoned the proposed contract.

W-9 Form

Successful proposer shall complete the W-9 Form and submit to DM prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

Legal Compliance

It shall be the contractor's sole responsibility to comply and to ensure that all subcontractors comply with all Federal, State, and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the goods and services identified in this RFP and with all Federal, State, local, and DM certification requirements, in accordance with but not limited to those described in Appendix G.

SECTION II

SPECIFICATIONS FOR SUPPLY OF AVIATION FUELS AND RELATED SERVICES FOR MMU

PROJECT OVERVIEW

Over the last five (5) years, excluding 2020 due to the global pandemic impacts, DM has, on average, purchased approximately 7 million gallons of Jet-A and 202,000 gallons of AvGas. In 2024, DM purchased 6,929,493 gallons of Jet-A and 232,034 gallons of AvGas. DM does not guarantee that this amount will be purchased during any year of the awarded contract.

DM's goal for this contract is to ensure competitive pricing of fuel at the wholesale level with other comparable airports in the New York metropolitan area. As described herein and below, DM is seeking delivered pricing, inclusive of all fees, for Jet-A, AvGas, and SAF and related services, including the creation of an Aviation Fuel Facility Improvement/Enhancement Fund, and Fuel Facility maintenance services. The Fuel Facility does not currently have the infrastructure to

accept/store Unleaded AvGas, but proposers are encouraged to address how they would provide such capacity and to provide Unleaded AvGas. Proposers are also requested to address a number of other services to enhance the fuel supply aspects of the Airport.

The following sections provide the proposer with an overview of current processes in place at DM as they relate to fuel ordering, storage, sales and other associated activities.

Overview of Current Processes

Aviation Fuel Ordering

Jet-A is currently ordered on the preceding Friday for the following week. Loads are scheduled for each day, Monday-Saturday. DM Operations staff will use historical sales data from the previous 6 days to determine what the fuel request will be. Orders may be adjusted throughout the week depending upon additional sales occurring. Currently, there are no offloads on Sundays.

AvGas is currently ordered with a tank volume of 5,000 gallons remaining. This will provide approximately 3 days of inventory at the Fuel Facility based upon current usage.

Fuel order confirmations are provided to DM via email, with a list of all POs that are expected in the upcoming period.

Proposers may provide fuel ordering methodologies outside of what DM is currently conducting. These could include automatic inventory ordering, portal, traditional phone ordering, etc.

Jomar Bulk Carriers, Inc. is the preferred vendor for Aviation Fuel deliveries to the Airport. Proposers should submit alternative carrier names in the event Jomar is unable to deliver Aviation Fuel in a timely manner.

Aviation Fuel Inventory Management

Inventory management is currently managed through the VUE Software platform provided by GVM Integration. GVM provides a computer dashboard as part of their software, which allows DM Operations staff to monitor real-time tank fuel levels based upon a reading from the Veeder Root system. When offloads arrive, the offload gallonage data is manually entered into the Vue Software and tracked in a lot system, which is based on pricing. While offloads into the Fuel Facility are not metered, outgoing sales are. All sales go through a weights and measures inspected meter and are completed using a Top Tech Multiload SMP. Sales data is received by the Vue Software directly from the SMP in real time. Customers are provided with a receipt printout from the Vue Software that shows the gallons received and the price of the fuel purchased.

Fuel inventory received is managed as lots based on pricing in the Vue Software. All fuel requested during a set price period will be entered into a specific lot. That lot will remain open to receive fuel until the next price period. Once a new price period has been established, the previous lot will

be closed to receiving inventory but will be available to sales until all gallons are exhausted in that lot. Once that lot has been sold out, the Vue Software will automatically close the lot and transition to the next open lot.

Aviation Fuel Offloads

The Fuel Facility currently has two lanes and four offload/sale skids that can handle dual offloads of Jet-A and dual sales of Jet-A. Three of the four sale skids are dedicated to Jet-A and are available in both lanes. AvGas is only available in one lane and can be sold and offloaded on one skid only.

With the current facilities at MMU, a typical offload or delivery of Jet-A takes approximately 45 minutes. The offloading truck must settle for 10 minutes once parked in the Fuel Facility. Offload time takes an average of 35 minutes. Dual offloads of Jet-A can also be completed at the Fuel Facility.

DM is responsible for the billing of fuel sales to Airport tenants. The proposer would deal solely with DM for the delivery and offload of Aviation Fuels.

Fuel Facility Pump System

The Jet-A portion of the Fuel Farm is operated through two (2) Garsite manufactured pump skids. Each skid contains a strainer basket, pump, filter separator, air eliminator and static relaxation chamber. Offloads and sales are handled through a loading/unloading island on the fueling islands. Each Garsite system contains a sale and offload hose, strainer basket, steel meter, mechanical register and Toptech Multiload SMP II.

The AvGas portion of the Fuel Facility operates through a tank mounted Garsite pump. The system contains a strainer basket, pump, filter monitor, air eliminator and recovery tank. The Avgas loading/unloading island contains a sale and offload hose, strainer basket, steel meter, mechanical register and Toptech Multiload SMP II.

Both Jet-A and AvGas are currently pumped overhead from the islands to pump skids on an offload and vice-a-versa for a sale.

Quality Assurance/Quality Control

All Quality Assurance/Quality Control (QA/QC) at the Fuel Facility is completed by DM Operations staff. Currently, *Jet Fuel QC* is used as the Quality Assurance/Quality Control software to maintain ATA 103 compliance. All ATA 103 required inspections are conducted through the software. DM Operations staff will also handle all QA/QC for Aviation Fuel offloads arriving at the facility. *Jet Fuel QC* acts as a work order and discrepancy program for critical Fuel Farm components, however work orders are managed through another system.

DM Facilities staff are responsible for all filter maintenance and cleaning/replacement of nozzle screens and strainer baskets as required.

Furnishing Fuel Prices

Currently, pricing for Jet-A is provided through email on Monday. Pricing for the period then runs Tuesday-Tuesday. Fuel pricing is provided with a breakdown of all cost components and is based on an 8,000-gallon order.

Pricing for AvGas is provided on Tuesday morning and is for the period running Tuesday-Tuesday. Fuel pricing is provided with a breakdown of all cost components and is based on an 8,500 gallon order or a 4,000-gallon order. Anything above 4,000-gallons is priced at the 8,500-gallon rate.

SCOPE OF PRODUCTS AND SERVICES SOUGHT AND CONTENT OF PROPOSALS

The following items designated as “Mandatory Items” shall form the basis of any proposal and must be provided in order for the proposal to be considered complete.

A. Supply of Traditional Aviation Fuels – Jet-A and Avgas

Mandatory Item. The proposer will provide pricing for supplying Jet-A and AvGas with pricing information in the manner shown in Appendix C. Transportation costs shall be shown as a line item, as illustrated on Appendix C.

Deliveries shall be made to DM, at the Airport by tank transport, and shall be in at least the following minimum quantities:

- | | |
|----------|---|
| 1. Jet-A | 8,000 Gallons |
| 2. AvGas | 8,500 Gallons/Half loads are acceptable |

Anticipated Annual Volumes (5-Year Outlook)

The Proposer agrees that during the term of the contract, DM will be assured receiving delivery, if requested by DM, of at least the following quantities of the product on an annual basis:

- | | |
|---------------|-------------------|
| 1. Jet-A Fuel | 6,500,000 Gallons |
| 2. AvGas | 200,000 Gallons |

These volumes are calculated based on a five (5) year average of fuel sales at the Airport from 2019-2024, omitting 2020 due to the aforementioned global pandemic impacts. The proposer understands that these volumes are anticipated based upon past fuel usage and proposer agrees that it will be able to meet these volumes. DM does not guarantee these volumes and does not guarantee

and is not bound to any minimum purchase based upon these volumes. On an annual basis, DM may require additional volumes of fuel than those stated above.

Proposer shall confirm agreement that deliveries can be made between the hours of 6:00 AM and 10:00 PM EST, Sunday through Saturday.

1. Proposer should indicate in their agreement that Aviation Fuels should be delivered within twenty-four (24) hours from the time it is ordered and should indicate the amount of notice that will be given prior to its arrival. DM reserves the right to refuse delivery if sufficient notice is not given.
2. Proposer should identify the fuel transport company that will be used. The preferred fuel transport for Aviation Fuel delivery at the Airport is Jomar Bulk Carriers, Inc.
3. Proposer should demonstrate supplementary fuel transport options to provide the Airport with Aviation Fuel if the primary transport company cannot deliver.
4. Proposer shall provide a mechanism that allows DM to place fuel orders, with the ability to amend orders due to unforeseen circumstances, i.e., airport emergency.
5. Proposer should demonstrate best practices related to fuel inventory management that match traditional supply chain demands or best practices in the event of traditional supply chain disruptions.

B. Supply of SAF

Mandatory Item. SAF - It is the intention of DM to procure and provide SAF to based tenants with a right to purchase fuel agreement when practical. According to an internal survey, there is a desire among tenants to purchase SAF. Results of the entire survey can be found in Appendix E.

Understanding the limited physical availability of SAF in the Northeastern region of the U.S. at the time of this RFP, and the complexities of “mass balance” storage of SAF in fuel terminals, DM is requesting each proposer to provide a transparent description of what tenants can realistically expect for SAF uplift at MMU and the associated carbon offset credits with purchasing SAF over the next 5 years. If the proposer can provide an option under which DM can purchase a pre-established amount of SAF at a fixed-rate, proposer should describe such option.

C. Supply of Unleaded AvGas

Unleaded AvGas - DM is considering providing tenants with an option to purchase unleaded aviation gasoline and, accordingly, is requesting that each proposer provide a plan for the integration of Unleaded AvGas at the Airport. That plan should include an approximate timeline

to procure and deliver Unleaded AvGas and required infrastructure to store and sell. Providing such a proposal is not a requirement for a proposal to be considered, but if proposer elects not to submit such a proposal, DM reserves the right to contract with another party for the supply of Unleaded AvGas.

D. Provision of Refueling Equipment

DM requests that the proposal describe the proposer's ability to meet the needs of Airport tenants for fueling equipment. There are nine (9) tenants at MMU with a right to purchase fuel with DM. Each of these entities currently owns or leases mobile refuelers. Of the nine (9) tenants, two (2) are FBOs and seven (7) are 'corporate' tenants. There are 19 mobile refuelers in total on the airfield: sixteen (16) Jet-A and three (3) AvGas.

The proposal should describe the proposer's ability to procure refueling equipment if requested by a tenant and the various arrangements – lease, purchase or other - that can be provided to such tenants. Providing the ability to procure refueling equipment for tenants is not a requirement for a proposal to be considered, and as mentioned previously, should not be reflected in the potential cost of aviation fuels.

E. Aviation Fuel Facility Improvement/Enhancement Fund

Over the course of the term, it is expected that there will be Aviation Fuel Facility improvements/enhancements that will be required. DM is requesting that proposers provide options as to how they would finance and/or construct those improvements/enhancements. Proposers are invited to offer and describe any other arrangements or approaches, by which future Aviation Fuel Facility improvements/enhancements may be accomplished. DM is interested in exploring a range of options, including but not limited to, the establishment of an Aviation Fuel Facility Improvement/Enhancement Fund.

Including proposals for the Aviation Fuel Facility Improvement/Enhancement Fund is not mandatory in the sense that DM will not exclude from consideration any proposal that does not include this item. However, the ability to formulate creative approaches to the Airport's future Aviation Fuel Facility needs will be a serious consideration in DM's selection of a fuel provider.

F. Fuel Facility Maintenance

Proposers are requested to provide their plan for the maintenance of the Fuel Facility. Any proposal shall include the following:

1. A description of the methodologies to provide materials needed for the maintenance and repair of the Fuel Facility. Specifically, filters, spill supplies, QA/QC materials and other wear-related items that could be expected to be replaced during the contract period.

2. Information on what resources the proposer has or will have, to assist with repairs and maintenance of the Fuel Facility.
3. A plan to manage ATA 103 Maintenance items, i.e. internal tank inspections, tank cleaning, ultrasonic inspections, etc.
4. A description of the methodologies for direct, bulk purchasing of QA/QC supplies, i.e. pads, socks, millipores, hydro kits, etc.

Proposers are requested to include the price per gallon associated with this item in the “Fuel Price Tabulation” in the body of their proposal if they elect to include Fuel Facility Maintenance in their proposal. Including a proposal for Fuel Facility Maintenance is not mandatory as DM may eventually elect to undertake such work itself. However, DM is interested in having the vendor provide such services in a cost-effective and high-quality manner.

G. Quality Assurance and Quality Control

Mandatory Item:

1. Submit detailed information describing vendor-provided industry standard quality control training for all applicable personnel via printed and/or online applications.
2. Provide a service schedule for Fuel Facility equipment in accordance with ATA 103 standards.
3. Provide guidance for isolated storage and handling of SAF.
4. Provide copy of proposer’s QA/QC program.
5. Provide certifying documentation of fuel meeting ATA 103 specifications for each load of fuel delivered in conjunction with certifying documentation that releases the fuel for sale.
6. Provide option to *JetFuelQC*, if available.

H. Training Requirements

Mandatory Item:

1. Training for DM staff must be provided, in person, on an annual basis. Training will include both classroom and practical field applications for QA/QC, Fuel Safety, and Inventory Management. In addition to the annual, recurring training for existing DM staff, the proposer should demonstrate their ability to adequately train newly hired staff that fall outside of the established, annual training cycle.
2. The proposer should provide printed and digital versions of all training manuals, materials, and programs, as well as any other relevant materials that promote best practices. All corporate tenants that operate mobile refueler trucks should be provided with at least one (1) copy of all appropriate training materials.

I. Auxiliary Programs and Services

Mandatory Item: DM requests that proposers provide a description of the following programs and services which are expected to be included in the fuel price.

1. Customer Service

- a. Provide a list of personnel available, position description and qualification statements who are dedicated to the Airport for customer service needs and/or problem resolution. This list should include contacts for quality control, logistics and training.
- b. Provide examples of responses and response times to standard and emergency requests such as (i.e., malfunction of fuel facility, problem identified with fuel, etc.). Proposer should be prepared to respond within one (1) hour of receiving the request from Airport personnel. This includes night, holiday, and weekend availability, as Morristown Municipal Airport is a 24-hour/7 days a week operation. Proposer will also have available resources to respond and answer questions in a timely manner regarding fuel QA/QC issues or other issues impacting the Fuel Facility.
- c. An annual site visit to the Fuel Facility is required by the fuel provider to survey existing conditions and provide guidance on any enhancements or improvements that could or should be made.

2. Marketing Collaboration

- a. Proposer should provide methodologies for any joint marketing programs available to DM. DM understands that there may be a cost associated with this item, and if so, the proposal should so indicate.

3. Insurance

- a. Additional fuel-related insurance opportunities that would be available for the Airport, such as products liability, environmental liability and clean up, etc.

J. Sustainability Initiatives

While not a mandatory item, the proposer is requested to provide a narrative containing its Environmental, Social and Governance (ESG) goals and relevant sustainability initiatives as well as programs available for Airport users to participate in. Proposer should be willing to include identified initiatives in its contract with DM, if required, in a form and manner satisfactory to DM.

K. Safety and Environmental Policies

Mandatory Item. Health, safety and environmental protection are critical to DM. The proposal must address the proposer's commitment to these three goals, and in doing so include the following:

1. Provide a copy of the proposer's current Health and Safety Plan.
2. Provide a copy of the proposer's emergency response plan to different potential scenarios that implicate health, safety or environmental incidents.
3. Provide a list containing the various health and safety programs and training requirements implemented by the proposer.
4. Provide the last three (3) years' injury and illness data from the Occupational Health and Safety Administration (OSHA) 300 Log

L. Contingency Plan

Mandatory Item. Provide a written Contingency Plan specific to Morristown Municipal Airport that will be implemented in the event of an emergency, including, but not limited to, equipment failure and contaminated/off-specification fuel.

The Contingency Plan should demonstrate how proposer will respond to and mitigate a potential disruption of the expected supply of Aviation Fuels and impacts of any such disruption on pricing. The Contingency Plan should include the logistics of a physical response and how communications to the Airport, tenants and transient users will occur. The Contingency Plan should include, at a minimum, the following:

Logistics: Identify how the proposer monitors potential disruptions to the fuel supply. Provide notification procedures to DM regarding same. Identify its demand management strategy and plan to ensure alternative supply options. Indicate how proposer will respond to off-specification fuel that has already been sold to the Airport and its tenants.

Communications: Identify the proposer's communication plan and all members responsible for delivering communications and clearly define their roles related to any disruption events.

Public Relations: Include public relations response plan.

M. Fuel Rewards Program for Based Tenants

Proposers should submit a plan that allows based tenants who hold a right to purchase fuel agreement with DM, and their subtenants, to capture fuel rewards when purchasing "home-bought" fuel at the Airport. While not mandatory, DM is interested in incentivizing the purchase

of more “home-bought” fuel and is therefore interested in exploring all available options to maximize the benefit for based tenants.

N. Prompt Payment Discounts

Proposers should submit any prompt payment discounts that would be available on the fuel price for ACH access of payment funds.

SECTION III: PROPOSAL SUBMITTAL FORMAT

Proposal Submittal Format

Submitted proposals shall follow the recommended format outlined below and all requested information shall be supplied.

- I. Cover Letter – The proposal cover letter must include the name, address, and telephone number of the proposer company, and be signed by the person or persons authorized to represent the proposer company.
- II. Table of Contents – Clearly identify materials contained in the proposal by section and page number.
- III. Introduction – Describe and demonstrate an understanding of the objectives depicted in the request for proposal and overall approach to this project.
- IV. Contractor Information – The proposer is required to provide all information found on the form in Appendix B.
- V. Corporate Authority – The proposal must be accompanied by an original raised corporate seal corporate resolution(s) authorizing the submission of the proposal and the execution of the Agreement, the secretary of the corporation shall certify the resolution(s). The proposal shall also be accompanied by a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. This requirement applies to all forms of business organizations.
- VI. Proposer Certification and Addenda Acknowledgment – The proposal must be accompanied by the proposer’s certification that it has not violated any anti-trust laws, has not participated in any collusion, has examined the specifications, and guarantees that any product offered will meet or exceed RFP specifications. In addition, proposer will verify receipt of any

addenda. A proposer certification and addenda acknowledgement form with the required language is annexed as Appendix A.

- VII. Experience of Proposer; References – The proposer shall include a description of the proposer’s experience in providing the products and services called for in the RFP. As part of that description, proposer should identify at least three (3) current clients in the Northeast Region of the United States which can serve as references. Include name of firm/company, address, telephone number and contact name. References submitted must be of contracts within the past three (3) years for a similar or larger operation than the Airport. Appendix D contains a form upon which references may be listed.
- VIII. Proposer Financial Stability – The proposer shall also provide evidence of its financial stability and include financial statements for the two (2) most recent fiscal years for the corporation or the aviation fuels division/department of that corporation.
- IX. Proposal Details – Proposers shall respond to all items detailed in Section II, Scope of Products and Services Sought and Content of Proposals, reproduced below, describing the details of the proposal for each item. Proposers declining to provide a proposal for one or more of the items that are not designated as Mandatory Items shall affirmatively state that any such non-mandatory item(s) is/are not being included in the proposal.

Section II A: Supply of Traditional Aviation Fuels – Jet A and AvGas (Mandatory);
Section II B: Supply of SAF(Mandatory);
Section II C: Supply Unleaded AvGas;
Section II D: Provision of Refueling Equipment;
Section II E: Aviation Fuel Facility Improvement/Enhancement Fund;
Section II F: Fuel Facility Maintenance;
Section II G: Quality Assurance and Quality Control (Mandatory)
Section II H: Training Requirements (Mandatory)
Section II I: Auxiliary Programs and Services (Mandatory);
Section II J: Sustainability Initiatives;
Section II K: Safety and Environmental Policies (Mandatory);
Section II L: Contingency Plan (Mandatory); and
Section II M: Fuel Rewards Program for Based Tenants

Proposers who provide proposals for Sections II C, D, E, F, J and M, particularly E in addition to the Mandatory sections will be given greater consideration than those who respond only to the Mandatory sections.

Fuel Pricing – Proposers are instructed to propose the aviation fuel price and add-on fees and calculate and show the total fuel price, in the manner shown on the tabulation sheet in

Appendix C. In case of errors in calculations, the individual prices shall govern. All prices shall be provided in typed/printed text or written in ink. With the exception of the Platts index price and the Federal Excise Tax and Gross Receipts Tax, prices for all goods and/or services shall be firm for the duration of the contract, except to the extent that proposers may submit methods (such as scheduled Consumer Price Index (CPI) adjustments) for addressing anticipated or unanticipated cost increases over the term of the contract. DM seeks to establish an auditable pricing methodology linked to an index for the commodity (Aviation Gasoline 100LL – Platts Group 3 Premium Unleaded and Jet A – Platts N.Y. Barge previous weekly mean). The Proposer will be required to provide the Platts information with their initial bid and thereafter during the life of the contract with any fuel price change. Proposer shall provide the various cost components i.e., transportation, fuel itself, differential, terminal charge, and any other cost component and shall break out and fully describe all cost components. The Proposer shall not combine any cost component. The Proposer must also indicate whether the invoice will be calculated when the order is taken or when a delivery is made.

Transportation Costs - All delivery and freight charges (FOB DM designated location) must be included in the transportation line item, as shown on Appendix C.

- X. Contract Period - DM's intention is to enter into a Contract for at least five (5) years, with a five (5) year extension. Proposers may propose different contract terms if they perceive advantages to the parties of a longer or shorter term.
- XI. DM Resources – Describe DM services and staff resources needed to supplement contractor activities to achieve identified objectives(s) and any DM services, staff resources, or operations that may be required or expected in order for contractor to provide the proposed products and services.
- XII. Assigned Personnel – Identify the principal agents/representatives that will have primary responsibility for implementing the proposal and provide information regarding their qualifications and experience.
- XIII. Subcontractors – If subcontractors are to be used, identify each of them and set forth what portion of proposer's obligations will be performed for it by subcontractors. Describe the work to be performed by them and/or the products or services to be provided by them. Provide a list of their assigned staff, qualifications, and relationship to project management. DM reserves the right to approve or reject any or all firms proposed as subcontractors. If any subcontractor is rejected, DM, at its sole discretion, may permit the proposer to propose alternative subcontractors for those tasks.

- XIV. Fuel Sales Agreement – Attach a sample of a sales and services agreement that is purposed to be the starting point for negotiation of a contract upon proposer selection. A final contract will include terms consistent with but not limited to those specified in Appendix F.
- XV. Required Legal Compliance – Each proposer shall review the legal compliance language in Appendix G and shall submit the “Certification of Offeror/Bidder Regarding Debarment” with the proposal. All other forms shall be submitted at the time of a contract award.

APPENDIX A

PROPOSER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the proposer certifies that neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, or the Federal anti-trust laws.

The proposer further certifies that the entity herein named, or any officer, member, or employee, has not either directly or indirectly entered into any agreement, participated in any collusion, or communicated this proposal to any competitor or any other person or entity engaged in such line of business, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of this proposal for consideration in the award of a contract on the specifications contained in this proposal.

Proposer has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with DM representatives and noted on the proposal submitted.

Proposer guarantees product offered will meet or exceed specifications identified in this RFP.

Proposer must initial next to each addendum received in order to verify receipt:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

Proposer Must Fill in and Sign:

Name of Firm/Company:

Agent Name (Sign and Print):

Agent Title:

Mailing Address:

City, State, Zip:

Phone & Fax Numbers:

E-mail Address:

Authorized Signature:

Date: _____

Primary/Secondary Contact Name on RFP Responses:

Primary/Secondary Contact Email Addresses on RFP Responses:

APPENDIX B
CONTRACTOR INFORMATION

Full Legal Firm/Company Name: _____

Business Street Address: _____

Business Mailing Address: _____

Business Telephone Number: _____

Business Fax Number: _____

County: _____ Number of Employees _____

Corporation: _____ Partnership: _____ Proprietorship: _____ L.L.C. _____ L.L.P. _____

Year Est. _____ No. of Years In Business _____ Federal ID No. _____

Nature of Business: _____

Principals:

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Bank Reference: _____

Checking Account No. _____

Address / City / State / Zip : _____

Phone No. _____

APPENDIX C
FUEL PRICE TABULATION

Based Jet A/AvGas Cost Per Gallon (Section II, A)	Jet A	AvGas
1. Platts Reference Price for November 7, 2025		
Name of Index Jet-A _____	\$ _____	\$ _____
Name of Index AvGas _____		
2. Transportation Costs	\$ _____	\$ _____
Location of Loading Rack _____		
3. Proposer's Differential	\$ _____	\$ _____
 TOTAL FUEL PRICE PER GALLON	 \$ _____	 \$ _____

The "TOTAL FUEL PRICE PER GALLON" of Jet-A Fuel will be the primary basis for selection. That price should be including of all fees and transportation costs and the proposer's differential or mark up JET-A shall be based on Platts New York Harbor Barge mean prior week traded day average, in effect on the date set forth above.

Name of Company _____

By: _____

(Name) _____

(Title) _____

APPENDIX D
PROPOSER CUSTOMER/CLIENT REFERENCES

1. Company Name: _____

Address: _____

City / State / Zip: _____

Phone No: _____

Name of Contact: _____

2. Company Name: _____

Address: _____

City / State / Zip: _____

Phone No: _____

Name of Contact: _____

3. Company Name: _____

Address: _____

City / State / Zip: _____

Phone No: _____

Name of Contact: _____

4. Company Name: _____

Address: _____

City / State / Zip: _____

Phone No: _____

Name of Contact: _____

APPENDIX E

MORRISTOWN AIRPORT TENANT FUEL RFP SURVEY

In 2024, DM conducted a survey of tenants who currently purchase fuel at the Airport. The survey was intended to provide proposers with insight into decision-making metrics for flight departments based at the Airport.

The results of the survey can be found below. Any questions related to the Airport Tenant Fuel RFP Survey should be directed to:

Darren Large, A.A.E
Director, Facilities & Operations
darrenl@mmuair.com
973-538-6400 Ext 135

Morristown Airport Fuel Supplier Tenant Survey

Five (5) respondents:

- One (1) Fixed Base Operator
- Four (4) Corporate Flight Departments

Survey results were collected between June 1 and July 31, 2024

5. On a scale of 1 through 10, how happy is your organization with the airport's current fuel supplier, Word Fuel Services?

5
Responses

9.2
Average Number

6. On a scale of 1 through 10, how happy is your organization with the airport's fuel brand?

4
Responses

9.25
Average Number

7. On a scale of 1 through 10, how important is branded fuel to your organization?

4
Responses

6
Average Number

8. On a scale of 1 through 10, how happy are you with DM's responsiveness and customer service as it relates to acquiring fuel?

5
Responses

9.4
Average Number

9. Do you receive fuel pricing information in a manner that allows you to make appropriate business decisions?

● Yes 5
● No 0



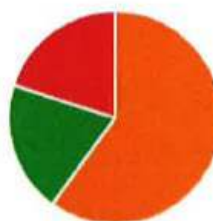
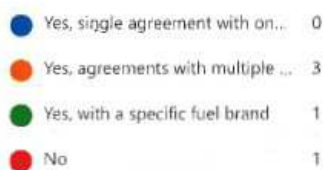
10. If no, what other information are you looking for?

0

Responses

Latest Responses

11. Do you currently have corporate fuel deals in place?



12. If you have a corporate fuel program in place, how important would it be for you to receive credit for fuel volume purchased at MMU on a scale of 1 through 10?

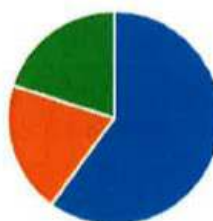
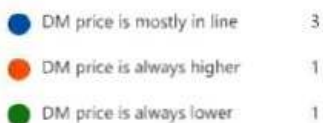
5

Responses

9.8

Average Number

13. How does the price of fuel purchased from DM at home align with your best price under your corporate purchase arrangements?



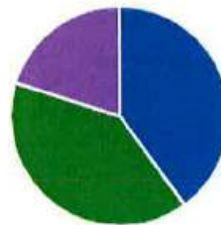
14. On a scale of 1 through 10, how important is having physical SAF available here at Morristown Airport?

5
Responses

7
Average Number

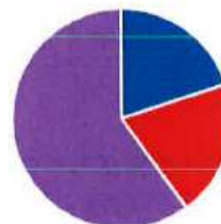
15. How important is SAF availability when planning a trip for your flight department?

Extremely important	2
Somewhat important	0
Neutral	2
Somewhat not important	0
Extremely not important	1



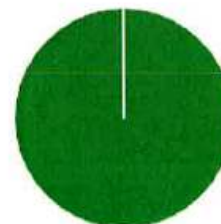
16. What percentage of your annual Jet-A purchase at MMU would your flight department be willing to commit to SAF?

1 - 2%	1
2 - 5%	0
5 - 10%	0
Greater than 10%	1
Not willing to commit	3



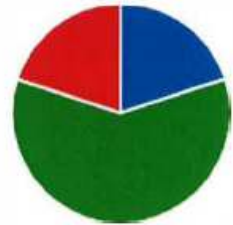
17. As the industry and MMU transition to permanent supply of SAF how interested is your organization in a book and claim program?

Extremely interested	0
Somewhat interested	0
Neutral	5
Somewhat not interested	0
Extremely not interested	0



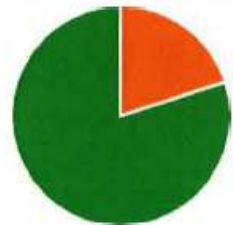
18. How important is SAF to your customers or passengers?

Extremely important	1
Somewhat important	0
Neutral	3
Somewhat not important	1
Extremely not important	0



19. Does your organization currently own or lease your fuel trucks?

Leased from World Fuel Servic...	0
Leased from a third-party pro...	1
Owned and intend to own mo...	4
Would consider leasing if it m...	0



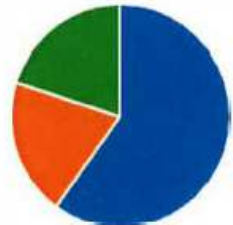
20. How do you currently conduct training for your employees who operate your fuel trucks and fuel your aircraft?

5
Responses

Latest Responses
"Internal"
"NBAA"
"NATA Safety 1st Training"
"NATA Safety 1st Training"
"Internal"

21. Given the changing dynamic of the industry and work force, would your company have any interest in negotiating with an FBO to deliver your fuel?

No, not interested	3
Somewhat interested	1
Yes, very interested	1



22. In the section below, please us know of any other relevant information that is important to your organization as it relates to fuel that may not have been addressed in this survey:

3
Responses

Latest Responses

"SAF is of utmost importance to us. Thanks for looking into..."

"A live website with current fuel pricing would be nice."

We would be interested in holding our own inventory, if possible, at some point

APPENDIX F

FUEL SALES AGREEMENT

(Attach your proposed form of sales agreement as part of proposal)

This form of agreement may serve as the starting point for negotiation of a contract with select proposer. DM does expect a final contract to reflect the following provisions:

Remedies:

In addition to all remedies set forth in the eventual contract, the successful proposer and DM agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code with respect to the goods provided by this proposal.

Insurance:

The successful proposer (defined as “Contractor” in the contract) must provide and maintain the minimum insurance coverages set forth below during the term of the contract.

- Commercial General Liability insurance at minimum combined single limits of \$20,000,000 per-occurrence and \$40,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, and XCU (Explosion, Collapse, Underground) hazards Contractual Liability must be maintained covering the Contractor’s obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit.
- Workers Compensation insurance at statutory limits, including Employer’s Liability coverage at minimum limits of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/\$500,000 by disease aggregate.
- Commercial Automobile Liability insurance at minimum combined single limits of \$5,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. DM accepts no responsibility arising from the conduct, or lack of conduct, of any Subcontractor.

With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

- DM and the Town of Morristown shall be named as additional insured with respect to General Liability and Automobile Liability.
- All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

- A waiver of subrogation in favor of DM shall be contained in the Workers Compensation and all liability policies.
- All insurance policies shall be endorsed to require the insurer to immediately notify DM of any material change in the insurance coverage.
- All insurance policies shall be endorsed to the effect that DM will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.
- All insurance policies, which name DM as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- Contractor may maintain reasonable and customary deductibles, subject to approval by DM.
- Insurance must be purchased from insurers that are financially acceptable to DM.
- Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
 - Set forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - Set forth the notice-of-cancellation or termination provisions to DM.

Upon request, Contractor shall furnish DM with certified copies of all insurance policies.

A valid certificate of insurance verifying each of the coverages required above shall be submitted upon award. The certificate of insurance shall be sent to:

DM AIRPORTS, LTD.

Darren Large, A.A.E.

Director, Facilities & Operations

8 Airport Road

Morristown, NJ 07960

Indemnification

The contract to be awarded to the successful proposer(s) require that the Contractor indemnify, defend, and hold DM, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person, or for damage to any property, or from any infringements of patents and/or copyrights arising from or caused by any act or omission of proposer, its officers, employees, agents, or subcontractors, in performing its obligations under the contract awarded.

Law Governing and Venue:

The laws of the State of New Jersey shall govern the contract and no lawsuit shall be prosecuted on the contract except in a court of competent jurisdiction located in Morris County, New Jersey.

APPENDIX G

REQUIRED LEGAL COMPLIANCE LANGUAGE AND FORMS

TITLE VI SOLICITATION NOTICE

DM, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the associated regulations, and hereby notifies all proposers that all bidders have a fair chance to submit bids and will not face discrimination based on race, color, national origin, creed, sex, age, or disability during the award process.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

TO BE EXECUTED AS PART OF THE PROPOSAL

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, will be required and agrees to confirm that each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this project. The successful bidder agrees to accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

Printed Name of Authorized Agent

Signature of Authorized Agent

FEDERAL GENERAL CIVIL RIGHTS PROVISIONS

TO BE EXECUTED AT TIME OF CONTRACT AWARD

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes

involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to: Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
-
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005));
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Printed Name of Authorized Agent

Signature of Authorized Agent

FEDERAL FAIR LABOR STANDARDS ACT

TO BE EXECUTED AT TIME OF CONTRACT AWARD

All contracts and subcontracts that result from this solicitation incorporate 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 Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Printed Name of Authorized Agent

Signature of Authorized Agent

AMERICANS WITH DISABILITIES ACT OF 1990: EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

TO BE EXECUTED AT TIME OF CONTRACT AWARD

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Printed Name of Authorized Agent

Signature of Authorized Agent