

WAUKEGAN PORT DISTRICT AIRPORT . MARINA . PORT

Request for Proposals

Aviation Fuel Supplier for the

Waukegan National Airport (UGN)



RFP Due: April 3, 2026 @ 5:00 P.M. Local Time (CDT)

Submissions in response to this Request for Proposal shall be transmitted via e-mail to Skip Goss at sgoss@waukeganport.com.

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**NOTICE TO PUBLIC
WAUKEGAN PORT DISTRICT
REQUEST FOR PROPOSALS FOR
AVIATION FUEL SUPPLIER
WAUKEGAN NATIONAL AIRPORT**

Notice is hereby given that the Waukegan Port District (“WPD”) is soliciting proposals for a contractor to supply aviation fuel and related fuel delivery equipment to Waukegan National Airport (“Airport”) for a three-year period with two additional one-year renewal periods effective October 1, 2026. Although commencement of fixed-base operator (“FBO”) operations at the Airport are not scheduled to begin until October 1, 2026, the selected Proposer may be required to supply aviation fuel to the airport at an earlier date if necessary.

This request for proposals (“RFP”) was submitted directly to prospective Proposers on March 13, 2026. The RFP is also available at the WPD website at <https://waukeganport.com/rfp-rfq-rfb/>. Any changes or updates affecting this RFP after the original posting date will be provided to each Proposer. Proposal responses will be accepted until 5:00 P.M. CDT on April 3, 2026. All Proposal responses shall be submitted to Skip Goss, Airport Director via email at sgoss@waukeganport.com.

All questions must be submitted in writing by email to sgoss@waukeganport.com by March 30, 2026 @ 5:00 P.M. CDT.

The WPD reserves the right to reject any and all proposals, to negotiate the terms and conditions of the proposals, to waive irregularities and formalities, and to make an award in the manner determined to be in the WPD’s best interest.

Waukegan Port District

A handwritten signature in black ink, appearing to read 'Skip', is written over a horizontal line.

Skip Goss
Airport Director

**Waukegan Port District
2601 Plane Rest Drive
Waukegan, Illinois 60087**

DATE: March 13, 2026

SUBJECT: Information Regarding the Waukegan Port District Request for Proposals

In conjunction with Waukegan Port District's decision to provide fixed-base operator and air carrier-related services at Waukegan National Airport (UGN) the following Request for Proposals is hereby issued.

The Waukegan Port District is requesting proposals from qualified aviation fuel suppliers for the provision of Jet-A and 100LL/Avgas to the Airport FBO, along with the related fuel delivery equipment for the Airport. The Airport is a full-service general aviation airport that delivers approximately 1,600,000 gallons of general aviation Jet-A and 80,000 gallons of Avgas annually.

All requests for clarification, questions or comments must be provided in writing to Skip Goss at sgoss@waukeganport.com prior to March 30, 2026, 5:00 PM CDT.

Thank you for your consideration and interest.

Sincerely,

A handwritten signature in black ink, appearing to read "Skip", written over the printed name "Skip Goss".

Skip Goss
Airport Director

REQUEST FOR PROPOSALS

Aviation Fuel Supplier

SECTION 1: INTRODUCTION

- 1.1 The Waukegan Port District.** The Waukegan Port District (“WPD”) is an Illinois political subdivision, body politic, and municipal corporation established in accordance with the Waukegan Port District Act, 70 ILCS 1865/1, *et seq.* The WPD is the fixed base operator for the Waukegan National Airport, located at 2601 West Plane Rest Drive, Waukegan, Illinois (“Airport”).
- 1.2 Request for Proposals.** The WPD issues this request for proposals (“RFP”) for the provision of aviation fuel for use at the Airport, as further described in Section 3 of this RFP (“Services”). Vendors (“Proposers”) submitting a proposal in response to this RFP (each a “Proposal,” and collectively, “Proposals”) must demonstrate experience with the provision of the Services. The selected Proposer will be invited to enter into an agreement with the WPD for the provision of the Services (“Contract”).

SECTION 2. INSTRUCTIONS FOR PROPOSAL SUBMISSION

- 2.1 Preparation and Submission of Proposals.** All Proposals must conform to the requirements set forth in this Section. Failure to provide all requested information may cause the Proposal to be rejected as non-responsive. An official of the Proposer authorized to bind the Proposer to the terms and provisions of the RFP must sign the Proposal.

2.1.1 Proposals must be typewritten or completed with pen and ink and signed by the Proposer or the Proposer’s authorized representative, with all erasures or corrections initialed and dated by the authorized representative signing the Proposal.

2.1.2 Proposals must be submitted electronically to the email address identified within the RFP.

2.1.3 Proposals should be addressed to the following:

Mr. Skip Goss
Airport Director
Waukegan National Airport
2601 West Plane Rest Drive
Waukegan, Illinois 60087

2.1.4 Proposal Format and Contents: Proposals must be organized in the following order and must contain all information requested:

- **Cover Page:** Include the name of the Proposer, business address of the Proposer, and that the submission is in response to the following: “Aviation Fuel Supplier for the Waukegan National Airport FBO”

- **Section I: Organizational Information:** Provide specific information concerning the Proposer, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the Proposal must clearly delineate the respective responsibility of each party. All parties signing the Agreement with the WPD must be individually liable for complying with the terms of the contract even when the areas of responsibility under the terms of the joint venture or association are limited. All proposals submitted by a joint venture must name the lead agency who will act on behalf of the collaborating businesses.
- **Section II: Management Capabilities and Experience:** Provide specific information in this section concerning the Proposer's experience in providing the services specified in this RFP.
- **Section III: Financial Information:** Provide financial information about Proposer's current business and past business activities. The Proposer should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the Proposer's most recent fiscal year. Also, provide at least three business references (businesses or individuals), including names, addresses, telephone numbers, and email address.
- **Section IV:** Discuss Proposer's concept and operation plans, including:
 - Fuel cost/pricing methodology as described in Section 4.
 - Truck leases/costs as detailed in Section 6.
 - Proposer's ability to provide equipment and services specified in this RFP to include all areas requested in Section 6.
 - Marketing and industry promotional programs.
- **Section V:** Include the written language referenced in Attachment A, as well as a proposed contract to serve as a basis for negotiations. Assured supply must be guaranteed in the Proposal. Include any other information, proposals, or incentives believed by Proposer to be pertinent but not required, including any factors regarding the Proposer's ability to provide the Services.

2.2 Schedule. Proposals must be received by the WPD on or before April 3, 2026, 5:00 P.M. CDT ("Due Date"). The schedule for milestones after the Due Date is tentative and subject to change.

ITEM	DATE
Release RFP	March 13, 2026
Last Day for Questions	March 30, 2026
Proposal Due Date and Opened	April 3, 2026
Evaluation by Selection Committee	April 8, 2026
Interviews (If needed)	April 13, 2026
Presentation of Recommendations to WPD	April 15, 2026
Contract Negotiations	April 20, 2026

SECTION 3. SCOPE OF SERVICES

3.1 Overview of the Services. The WPD, as the fixed base operator of the Airport, is requesting proposals for a single, full-service supplier of aviation fuel for purchase and resale at the Airport. It is the intent of the WPD to enter into the Contract with the selected Proposer effective October 1, 2026, although the WPD and the selected Proposer may agree upon the provision of the Services at an earlier date.

3.2 Fuel Supply Requirements.

3.2.1 The selected Proposer must be able to deliver to and provide fuel to the Airport’s Fuel Storage Facility, including any increases in amount generated by special events affecting the sale of aviation fuel at the Airport. It is the intent of the WPD to select a single fuel supplier for all fuel delivered annually to the Airport. As an indicator of supply requirements, the following represents the estimated number of gallons delivered annually to the Airport’s Fuel Storage Facility:

- **General Aviation Jet-A 1,600,000**
- **General Aviation Avgas 80,000**

3.2.2 In the event of fuel allocation not mandated by Federal or state regulations, the selected Proposer must supply the Airport with the same quantity of fuel needed for the previous calendar year plus an additional factor of at least 25% percent:

3.3 Fuel Specifications. The selected Proposer will supply to the Airport the following fuel types, as follows:

3.3.1 Aviation Turbine Fuel - Jet A priced without fuel system icing inhibitor (FSII). This fuel type must meet the requirements of ASTM D-1655, as may be further revised, and may not contain additives, including, without limitation, electrical conductive additives.

3.3.2 Aviation Gasoline - 100 Octane, Low Lead (Avgas l00LL) or future replacement. This fuel type must meet the requirements of ASTM D-910, as may be further revised and may not contain additives, including, without limitation, electrical conductive additives.

- 3.4 Quality Control Tests.** The WPD may perform any quality control tests it desires and reserves the right to reject any delivery it deems unsuitable. The WPD may reject any operator or truck violating rules of safety. The selected Proposer will perform and document the following quality control tests before shipments are delivered at the Fuel Facility Farms: Visual, Color, WSIM (Jet A only), Gaging, Bottom sediment and water, Temperature, API Gravity, etc.
- 3.5 Safety Standards.** Supplier must follow all NFPA 407 and other applicable safety requirements in the provision of the Services.

SECTION 4. FUEL COSTS

- 4.1** The WPD seeks to obtain Jet A fuel and 100LL/Avgas fuel at the lowest price possible. Proposals should completely explain pricing method. Alternate supply points for Jet A or 100LL fuel must be the same price or lower than the primary supply point price including freight, but exclusive of all taxes, fees, into-plane charges, and other fees. Fuel price quotes must reflect the price of fuel without FSII pre-mixed at the terminal. Proposers must provide quotes for primary supply point fuel prices on a per gallon basis, as follows:
- 4.1.1** Jet A fuel: pricing quote must be based upon a recognized Platt's index. Fuel prices quoted in the Proposal must be based upon the weekly average of the identified Platt's index plus a per gallon differential plus a per gallon freight costs. Proposals must also state the per gallon total differential. It is expected that the Platt's average price will be calculated each Monday (or Tuesday when Monday is a holiday) for the previous week (Monday through Friday, published trading days only) and will be effective for the following Tuesday through Monday period. Transportation costs, based on full transport quantities, must be detailed as listed in Section 6.9 of this RFP. In addition to the fuel prices quoted in the Proposal, Proposers must provide an itemized list of all applicable taxes and fees.
- 4.1.2** 100LL/Avgas fuel: price quote to be based on the "marketplace."
- 4.2** The selected Proposer must pass any cost savings created by using an alternate supply point to the WPD. Transportation and operational cost increases/decreases from the primary supply points will be passed through to the WPD with documentation during the term of the Contract.
- 4.3** Proposals must provide a competitive Jet-A and Avgas price as of March 30, 2026, based on the identified Platt's index for the week of March 30, 2026.

SECTION 5. FUEL COST PROPOSAL REQUIREMENTS

5.1 Proposals must include:

- Method of determining fuel price.
- Timing of price changes.
- Method of conveying price changes to the WPD.
- Method of maintaining same level of profit throughout the term of the Contract as identified on comparison price date.

5.2 Proposer's primary supply point jet fuel proposal should identify separately the identified Platt's index price per gallon and Proposer's offered price per gallon on base price date. Proposer should also itemize transportation costs per gallon (based on full transport load), and taxes per gallon offered to Airport on the effective base price date.

5.3 Proposer's primary supply point 100LL Avgas fuel proposal should identify separately the "marketplace" price per gallon and Proposer's offered price per gallon on the base price date. Proposer should also itemize transportation cost per gallon (based on full transport load), and taxes per gallon offered to Airports on the effective base price date.

SECTION 6. SUPPLIER QUALIFICATIONS AND PROPOSAL SPECIFICATIONS

6.1 Fuel Supplier Qualifications. Proposers must:

- Be a full-service marketer providing FBOs with a complete package of marketing support services related to the sale of aviation fuels.
- Be a long-term aviation marketer with a minimum of ten years of experience in aviation turbine and aviation gasoline fuels.
- Have national brand name recognition.
- Have a strong and proactive history of affiliation with FBOs.
- Identify the number of branded FBOs
- Provide a list of not less than three (3) airport/FBO references and include contact name(s) and telephone number(s) for each.
- Be a full-service marketer, providing a complete package of FBO marketing support services related to the sale and dispensing of aviation fuels, including, but not limited to, such areas as national advertising, trade journals, and magazines. Supplier's program should be proactive and aggressively provide national advertising specifically supporting the Airports and FBO. Proposal should describe Proposer's national advertising program.
- Identify frequency of advertisements dedicated to the WPD FBO and identify associated costs.

6.2 **Sales Volume Incentive Program.** Proposer should provide a Sales Volume Incentive Program or Contract Program, which must be cost effective with potential for generating new and repeat business. The Proposal should:

- Fully identify and outline its program.
- Include a copy of a current advertising.
- Include a description of pilot participation.

6.3 Co-operative Advertising Program. Supplier should provide a flexible co-operative advertising program for promotion of fuel sales and FBO. Proposals should:

- Provide details of how credit is applied and maintained.
- Address special project or local advertising costs restrictions.
- Describe Supplier Support available for FBO advertisement setup and design, i.e., advertising and marketing assistance with advertisements.

6.4 Credit Card Processing Program Integration with Airport Manager. Proposer's credit card processing system must be fully compatible and able to be integrated with the FBO's selected software program for sales and bookkeeping.

6.5 Supplier Point of Sale (POS) system.

- POS program should use a nationally recognized credit card processing program capable of electronically processing credit cards with monies returned to the WPD electronically within 48 hours.
- POS system should consist of two terminals and two associated printers (or PC based alternative). Proposals should list all credit cards accepted by Supplier POS system and associated credit card processing fees.
- POS system should provide daily detail settlement reports and receipts.
- The Proposal must identify cost to provide POS equipment and supplies to the WPD.
- FBO full POS system and equipment support services
- Fuel delivery equipment leasing and support services

6.6 Professional Line Service Training Program. Affiliation with and support of an FBO Professional Line Service Training Program. Proposals should describe:

- Affiliation with and support of industry-associated program dedicated to training FBO personnel.
- Description of training program affiliation and frequency of training.
- Date of training program revision. Program should be current and reviewed completely within the last two years.
- FBO costs to participate in program.

6.7 Fuel Quality Control Program. Proposals should address:

- Quality control manuals.
- On-site quality control training program(s).
- Frequency and availability of inspections/audits and items to be inspected which result in written documentation of findings and recommendations:
 - Fuel Storage Facility
 - Fuel Trucks
 - Qualifications of inspectors employed or contracted by Proposer
 - Cost of inspections/audits to the WPD

6.8 Fueling Agent Supervisor Training. FBO supervisor training meeting requirements specified in Title 14, Part 139, §139.321. Proposals should address:

- Training available and approved by FAA.
- Description of training, frequency and location of training

6.9 Cost to the WPD for Fuel Truck Lease Program. Proposals should address:

- Description of lease of new and/or used vehicle programs.
- Description of Proposer’s fuel trucks normally available for lease in the following approximate fuel capacities. Trucks must be state of the art and meet industry standard with FSII injection option as the additive will be added at the truck when required for general aviation.

Avgas

1,200 Gallons (1)

Jet A

5000 Gallons (3)

- (1) Typical lease costs, model year and sizes of truck availability - Jet A and Avgas. Lease costs should be provided for the initial three-year period and the two one-year renewal options.
 - (2) Offered lease discounts
 - (3) Flexibility to change leased fuel truck size during term of lease.
- Proposer’s willingness/ability to provide fuel trucks, built to Proposer’s specifications, for Airport purchase at manufacturer’s cost plus minimum administrative expense. Proposer’s proposal shall identify their administrative expense markup to manufacturers’ cost.
 - Proposer provided/funded maintenance on leased/purchased vehicles. Proposer’s policy on allowing qualified outside contractors to perform necessary maintenance, inspections, etc., on leased fuel trucks when time limits require expedited service.
 - Proposer’s willingness to custom build, through outside contractor relationships, 5,000 gallon or other size Jet A fuel truck if requested.
 - Proposer’s ability to supply relief fuel trucks, as needed to support special events and/or military exercises.

6.10 Aviation Convention Brand Representation. Proposal should describe brand representation at the NBAA National Convention, Schedulers and Dispatchers Conference, and other NBAA events, allow for booth participation for the FBO at one or more events, and identify Proposer’s trade show participation.

6.11 Supply Contracts. Proposal should identify existing supply contracts and programs with airlines, charter aircraft companies, and other contract customers.

6.12 Product Assurance Guarantees. Proposal should:

- State that fuel meets the specifications set forth in Section 3.3
- Address traceability of fuel product shipments, from refinery to the Fuel Facility Farm.
- Address handling and disposition of “off spec” products.
- Documentation of pre-delivery testing.
- Address transportation of product via Proposer’s approved fuel carriers. The WPD requires transportation units that are dedicated to aviation fuel.

6.13 Aviation Industry Participation. Proposals should describe Proposer’s participation in aviation industry organizations such as the NATA and NBAA. Participation must be in the form of active committee relationships, not just financial contributions.

- 6.14 Line of Credit.** Proposals should address how it will provide an adequate line of credit with functional credit terms with or without discount and without penalty to the WPD.
- 6.15 Brand Identification.** Proposals should address how it will provide and install brand identification (FBO signage and fuel truck/tanker painting/decals as required) at no cost to the WPD.
- 6.16 Account Manager.** Proposals should address how it will provide an Account Manager whose total interest and function are aviation-related. Please provide a resume outlining the account manager's experience.
- 6.17 Administrative Support.** Proposals should address how it will provide administrative support relative to the provision of the Services.
- 6.18 Other Services.** Proposals should address any other services or incentives it provides that are not listed above. Also, list any future investment, such as fuel farm, ground support equipment, etc., or any other investment the Proposer might consider relevant to providing fuel services to the Airport.
- 6.19 Technical Expertise.** Proposer must demonstrate that it can provide technical expertise and have available proprietary laboratory support for fueling supplies.
- 6.20 Supplier Restrictions.** Proposer may not impose retail/wholesale credit card related discount/rebate programs, retail/wholesale purchase programs, customer volume discount programs, or contract fuel price programs that require the WPD's or the Airport's participation or funding.
- 9.1 Conflict of Interest.** No members of the Board of the WPD or staff will participate in the selection process for the RFP when such person has a relationship with a person or business entity submitting a Proposal. Any Proposer with a relationship with a member of the Board of the WPD, a member of the Selection Committee, or staff of the WPD who may be involved in the selection process must advise the WPD of the same.

SECTION 7. STANDARDS FOR SELECTION OF PROPOSER:

- 7.1** This RFP is governed by and will be awarded in accordance with state law and the policies of the WPD and the Airport.
- 7.2 Awarding the Contract:** The WPD may, in its sole and absolute discretion, reject any or all Proposals and waive any irregularities or technicalities in Proposals received whenever such rejections or waivers are in the interest of the WPD and in compliance with state laws. Proposals may be considered irregular if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate proposals, or other irregularities of any kind. Should the WPD select a Proposer to provide the Services, the WPD will award the Contract with reasonable promptness by appropriate written notice to the Proposer that has submitted the Proposal with the highest score responsible Proposal determined in writing to be the

most advantageous and best value to the WPD, taking into consideration price and the other evaluation factors set forth in this RFP.

- 7.3 Reporting of anti-competitive practices to the WPD.** Collusion and other anti-competitive practices among Proposers are prohibited by local, state and Federal law. By signing and submitting this Proposal, the Proposer declares that its agents, officers, and employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this RFP. In the event a Proposer is found guilty of collusion, the company and agents will be removed from the WPD's bid list and any current orders will be canceled.
- 7.4 Withdrawal and Submission of Modified Proposal:** Proposers are encouraged to review carefully all provisions and attachments of this RFP prior to submission. Each Proposal constitutes an offer and may not be withdrawn or modified except in accordance with this section. A Proposer may withdraw a Proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the Proposer or the Proposer's authorized agent. The Proposer or the Proposer's authorized agent must, in person, retrieve the entire sealed submission package. Another proposal may be submitted prior to the Due Date.
- 7.5** If an award of the Contract is made as a result of this RFP, the Contract will be made on the basis of the Proposal which best satisfies the needs of the WPD in issuing this RFP, as well as any other factors that are in the best interest of the WPD. The WPD proposes that, if a contract is entered into for such supplies, the fuel contract will reflect an index/market price contract if the bidder's qualifications show it to be qualified, responsible, and capable of performing the work. The WPD will consider professional qualifications and related experience to determine which proposal would be in WPD's best interest if a contract were made. The WPD reserves the right to consider proposals or modification thereof received at any time before the award is made, if such action is in the interest of the WPD.

SECTION 8. GENERAL CONDITIONS

- 8.1 Specifications:** Any obvious error or omission in specifications will not inure to the benefit of the Proposer but will put the Proposer on notice to inquire of or identify the same from the WPD. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, American Society for Testing and Materials (ASTM) regulations or similar expressions, the requirements of these laws, ordinances, etc., will be construed to be the minimum requirements of these specifications.
- 8.2 Prices to be Firm.** Proposer warrants that the terms and conditions set forth in its Proposal will be firm for acceptance and may not be withdrawn for a period of 60 days from date the WPD opens the sealed Proposal.
- 8.3 Completeness.** All information required by RFP must be completed and submitted to constitute a proper proposal. Proposers are cautioned that acquisition of RFP documents through any source other than the WPD's website is not advisable.

Acquisition of RFP documents from unauthorized sources places the Proposer at the risk of receiving incomplete or inaccurate information.

- 8.4 Default Provision.** The Contract may be terminated by the WPD in whole or in part by written notice of default to the Proposer upon non-performance or violation of contract terms if such default is not corrected within 10 days of notification. An award may be made to the next vendor, for articles and/or services specified or they may be purchased on the open market and the defaulting Proposer shall be liable to WPD for costs to WPD in excess of the defaulted contract prices. The Proposer shall continue the performance of the contract to the extent any part is not terminated under the provisions of this clause.
- 8.5 Compliance with Specifications - Terms and Conditions.** This RFP, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Vendor's Submittal, Addendum, and/or any other pertinent documents form a part of the Proposal and by reference are made a part hereof.
- 8.6 Commencement of the Services.** The selected Proposer may not commence provision of the Services until duly notified by receipt of the Contract signed and executed by the General Manager of the Airport. If the selected Proposer commences any part of the Services prior to receiving the signed and fully executed Contract, such selected Proposer does so at its own risk.
- 8.7 Interpretation of Bid/Proposal.** No interpretation of the meaning of the Contract Documents as defined in the General Conditions, nor correction of any apparent ambiguity, inconsistency, or error therein, will be made to Proposers orally. All questions must be submitted in writing by email to sgoss@waukeganport.com by March 30, 2026 @ 5:00 P.M. Local Time (CDT). Proposers may not contact any employee, agent, consultant or member of the Board of WPD during the selection process for this RFP, except as set forth in this Section 8.7. Failure to comply with this requirement is grounds for disqualification of the Proposer. All such interpretations and supplemental instructions will post via Addendum to the WPD's website at <https://waukeganport.com/rfp-rfq-rfb/> no later than five working days prior to the last day for submitting RFPs. Verbal communications with any other officer, agent, or employee of the WPD are not binding upon the WPD and will not affect the risks or obligations assumed by the Proposer or relieve the Proposer from fulfilling any of the conditions of the Contract.
- 8.8 Disposition of Proposals and Proprietary Data.** All materials and information submitted in response to this RFP become the property of the WPD. Any and all Proposals received by the WPD are subject to public disclosure and inspection after contract award. Trade secrets and proprietary information which the Proposer desires to remain confidential must be clearly marked and readily separable from the Proposal in order to facilitate public inspection of the non-confidential portion of the Proposal. An all-inclusive statement that the entire Proposal is proprietary is unacceptable. Pricing offered to the WPD will not be considered proprietary.

The WPD will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the Proposals. Proposers are cautioned, however, that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the WPD does not wish to receive confidential or proprietary information and that Proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any Proposal submitted is labeled confidential or proprietary, the Proposal must include the following clause: (legal name of Proposer) will indemnify, defend and hold harmless the Board, officers, agents, and employees of the Waukegan Port District from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the Illinois Freedom of Information Act, arising out of, concerning or in any way involving any materials or information in this proposal that (legal name of Proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

The WPD reserves the right to reject any or all statements received as the result of this request. The WPD also maintains the right to negotiate with any firm, as necessary, to serve the best interests of WPD. The WPD will not be liable for any costs incurred by the proposer prior to the signing of a contract.

SECTION 9. SELECTION PROCESS

9.2 Selection Committee. A selection committee selected by the WPD (“Selection Committee”) will convene for the purpose of evaluating the Proposals. The Selection Committee will evaluate the Proposals, verify the information presented, and conduct oral interviews, as deemed appropriate.

9.3 Preliminary negotiations. Discussions with Proposers and technical revisions to the proposals may occur. The Selection Committee or a designee may conduct discussions with responsive Proposers for the purpose of clarification and to assure full understanding of, and conformance to, the requirements set forth in this RFP. Proposers will be accorded fair and equal treatment with respect to any opportunity for discussions and revision of Proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. Until a contract is awarded, the WPD will not disclose information derived from Proposals submitted by competing Proposers.

9.4 Evaluation of Proposals

All proposals received by the specified deadline will be reviewed by the Selection Committee. The Selection Committee will score the Proposals in accordance with the evaluation criteria and points table set forth in this section.

	Evaluation Criteria and Points	Possible Value
1	Completeness of the Proposal pursuant to the requirements of the RFP	5 Points
2	Proposer's qualifications and experience	15 Points
3	Fuel Sales Methodology and Pricing	20 Points
4	Equipment Leasing Program	15 Points
5	Proposer's Operational Concept, Training and Sales Support	15 Points
6	Brand Recognition, Marketing Programs & Advertising Support	20 Points
7	Any other factors the Selection Committee deems relevant, including, but not limited to: a) The ability, capacity, and skill of the Proposer to perform the contract or provide the services required; b) The supplier's proximate access to fuel products to meet the needs of the FBO; c) The capability of the Proposer to perform the contract or provide the service promptly or within the time specified, without delay or interference; d) The character, integrity, reputation, judgment, experience, and efficiency of the Proposer; and e) Other Financial Incentives	10 Points
	Total	100 Points

9.5 After initial screening, the Selection Committee may select those Proposers deemed most qualified and offering the best value to the WPD for this contract opportunity for further evaluation and interviews as part of the final selection process. Proposers are advised that the WPD, at its option, may award the Contract strictly on the basis of the information contained in the Proposals. The Selection Committee will recommend to the Board of the WPD to enter into the Contract with one Proposer. However, the WPD Board is not bound to accept the recommendation or award the Contract to the Proposer recommended by the Selection Committee. It is WPD's intent to award the Contract to the most qualified and responsible Proposer(s) who provides the best overall value to the WPD as determined in the WPD's sole discretion.

9.6 The WPD may, during the evaluation process, request from any Proposer additional information for the purpose of clarification, which WPD deems necessary to determine the Proposer's ability to perform the required services. If such information is requested, the Proposer may be permitted up to five working days to submit the information requested.

- 9.7 WPD reserves the right to select the Proposal which in its sole judgment best meets the needs of the Airport.
- 9.8 All Proposers responding to this RFP will be notified of their selection or non-selection in writing after the Board of the WPD has formally made an award.
- 9.9 Any person or business entity which engages in practices which may result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to any member of the Board of the WPD or the Selection Committee, or to any staff of the WPD, will be cause for the Proposer's disqualification from the selection process.
- 9.10 The WPD will not pay for costs incurred in the preparation or submission of Proposals. WPD reserves the right to reject any or all Proposals or portions thereof if the WPD determines that it is in its best interest to do so.
- 9.11 Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the Proposer, at the sole discretion of WPD. WPD may waive any deviation in a proposal. WPD's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful Proposer from full compliance with any resultant agreement requirements or obligations.
- 9.12 Upon conclusion of the RFP process, the WPD will make a recommendation to the Airport Board regarding the selection based upon the evaluation of the Proposals. The WPD will enter into contract negotiations with the recommended Proposer(s). The Contract will include terms that are in substantial conformity with the selected Proposal and contain the WPD's required contract terms and conditions. If the selected Proposer and the WPD cannot arrive upon mutually agreeable terms, the WPD will begin negotiations with the second ranking firm.
- 9.13 A register of proposals will be prepared and open for public inspection after the award of the Contract.
- 9.14 Statutes and Rules: The terms and conditions of this RFP and the Contract to be signed by the successful Proposer, shall conform to all applicable statutes, rules and regulations of the federal government, the State of Illinois and WPD.

SECTION 10. TERMS AND CONDITIONS OF CONTRACT The Contract will not be valid or binding upon the WPD unless and until it is approved by the Board of the WPD and executed by authorized representatives of the WPD and the selected Proposer. The Contract will be drafted after the selection of a Proposer which shall incorporate the proposal documents submitted and such additional terms and conditions as negotiated between the parties. The Contract must also contain WPD's required contract terms and conditions, as set forth in this RFP and as required by applicable law.

- 10.1** The Contract will require the Proposer to adhere to the terms of its Proposal and to act in accordance with all applicable laws and regulations.
- 10.2 Insurance Requirements.** The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the Contract, including any extension of the term of the Contract, must obtain and maintain, at a minimum, all of the insurance requirements set forth in this section. The WPD must be added as an additional named insured and be given a 30-day notice of any cancelation or policy changes throughout the term of the Contract. The selected Proposer must describe any other insurance programs provided as a part of Proposer's program.
- 10.2.1 Comprehensive Broad Form General Liability** to include Products and Completed Operations Liability coverage of at least \$50,000,000 per occurrence. Such coverage must additionally include Combined Single Limit for Bodily Injury Liability and Property Damage Liability including Premises and Operations; Hangarkeepers; Independent Contractors; Products and Completed Operations and Contractual Liability (insuring Indemnity provision within the Contract).
- 10.2.2 Business Auto Liability:** Coverage must have minimum limits of \$5,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability, including, without limitation, Owned Vehicles, Hired, and Non-Owned Vehicles and Employee Non-Ownership.
- 10.2.3 Workers Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum limit of \$500,000 for each accident.
- 10.2.4 Pollution Liability:** Pollution coverage must be carried in limits of not less than \$5,000,000 for per occurrence
- 10.3 Required Documentation.** The Proposer must obtain and maintain throughout the term of the Contract all licenses, certificates, permits, liability insurance, and workman's compensation insurance required for completion of the Services and must provide copies of such documentation upon request by the WPD.
- 10.4 Compliance with Laws.** The Contract must require that the Proposer comply with any and all applicable local, state, and Federal laws, regulations, ordinances, and rules during the performance of the Services. Any such requirement specifically set forth in any contract between the Proposer and the WPD is supplementary to, and not in substitution of, this section.
- 10.5 Termination of Contract.** The WPD will provide written notice in the event of breach of contractual obligations to the Proposer. If the Proposer fails to correct such breach within 10 days of notification, the WPD may terminate the Contract. Any such termination is effective on the date specified in the notice.
- 10.6 Terms of Contract.** The term of the Contract will be for a period of three years. The

WPD and the Proposer may agree to extend the term of the Contract for two additional one-year periods.

10.7 Payment. The WPD pays by invoices only under net 30 terms, unless otherwise arranged. Invoices should be sent to the address set forth in Section 2.1.4 of this RFP.

3.1.1 The current Airport Fuel Farm facilities consist of the following:

Tank Type	Tank Capacity	Fuel Type	Installation Date	Tank Material	Wall Type	Tank Status
UST	12,000	Jet A	1/1/1996	Fiberglass	Single Wall	In Use
UST	10,000	Jet A	1/1/1996	Fiberglass	Single Wall	In Use
AST	20,000	Jet A	1/1/2003	Steel	Double Wall	In Use
AST	10,000	Avgas	4/1/2000	Steel	Double Wall	In Use

Attachment A

Non-Collusion of Prime Bidder/Proposer

By submission of a bid, the Proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices, which have been quoted in the proposal, have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in bid preparation shall be reported to the State of Illinois Attorney General and the United States Justice Department.

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a conflict of interest in performing the services required by this RFP, and

2. That no employee of the WPD, nor any member thereof, nor any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.

(c) No attempt has been made, or will be made, by the Proposer to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the WPD shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

Attachment B

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

1. **Compliance with Regulations:** The contractor will comply with the **Title VI of the Civil Rights Act of 1964, List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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 Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **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 Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **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 WPD or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, 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.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the WPD 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.
6. **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.