



510 West Kearney Boulevard, Fresno, CA 93706

**CITY OF FRESNO, AIRPORTS DEPARTMENT**

**REQUEST FOR QUALIFICATIONS (RFQ) FOR FIXED BASED OPERATOR  
(FBO) WITH ABILITY TO SELL 100 LL FUEL (AVGAS) AT  
FRESNO CHANDLER EXECUTIVE AIRPORT (FCH)**

**Location Address: 970 West Chandler Avenue, Fresno, CA 93706**

**Bid No: 12301833**

**A. PROGRAM NARRATIVE**

The City of Fresno Airports Department (City), operator of Fresno Chandler Executive Airport (FCH) is soliciting Requests for Qualifications (RFQ) from qualified and experienced entities to operate a Fixed Based Operator (FBO) at FCH. City desires to provide the general aviation community with FBO services at FCH. **City is seeking fair market rental value for lease of the premises.**

The selection process will be based on a qualitative analysis. Any award(s) will be based on the criteria specified in this RFQ document and made to the Respondent(s) whose proposal is determined to provide the best value in meeting City's interest(s) regarding FCH and the objectives of the proposed service(s).

This RFQ offers the successful Respondent(s) the opportunity to operate a FBO at FCH. Please be advised this opportunity may result in an agreement to operate the FBO, which includes the selling of AVGAS at FCH. Airport staff will evaluate all interested Respondents based upon their established business/products and their capability to deliver the prescribed level of service and to meet FCH's Minimum Standards (which can be found at: <https://flyfresno.com/wp-content/uploads/2018/02/7-26-05-Minimum-Standards-FCH-Final.pdf>).

**B. BACKGROUND**

FCH is one of the oldest operational General Aviation (GA) airports in California. FCH began informally, after World War I, as an unpaved airfield when the Chandler family (Chandlers) allowed pilots to operate on their property after their crops were harvested. In 1929, the Chandlers donated the one-hundred-acre property as a public-use airfield. Today, FCH is located one-and-a-half miles from downtown Fresno and occupies approximately 200 acres. FCH is a bastion of local economic development that is home to several businesses and supports training programs that are affiliated with Reedley College. FCH also works in conjunction with Fresno Yosemite International to better serve the travel needs of local passengers and the general aviation community.



**510 West Kearney Boulevard, Fresno, CA 93706**

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**C. TYPICAL SERVICE REQUIRED AND OFFERINGS TO BE PROVIDED**

Standard FBO services, as outlined in FCH's Minimum Standards, include but are not limited to:

- Provide core FBO Services as defined in FCH's Minimum Standards;
- Qualified to sell and ability to procure AVGAS for the purpose of selling to the public;
- Provide any commercial activity which relates to the fabrication, operation, maintenance, modification, repair, cleaning [exterior and/or interior], refurbishing, restoration, overhaul, painting, plating or refinishing of Aircraft; or of the airframes, powerplants, components, equipment, systems or accessories of Aircraft Revenue-Generating Aviation Activities

**D. Documentation to be Provided:**

1. Name of entity;
2. Business Plan to show how the FBO will operate and **plans to bring/draw in new business to FCH;**
3. Statement attesting that the company meets all Minimum Qualifications that are stated **below;**
4. If the company does not currently have a lease agreement with City to operate at FCH, a bank reference or letter of financial statement from the company's Chief Financial Officer, under penalty of perjury, is required, and a reference from an airport at which the company conducts business;
5. Provide core FBO Services as defined in FCH's Minimum Standards;
6. Qualified to sell and the ability to procure AVGAS for the **purpose** of selling to the public; and
7. Contact information for an entity representative that is authorized to respond to follow-up questions and requests from City.

**E. MINIMUM QUALIFICATIONS**

Respondent(s) must possess the knowledge, experience, skill, financial wherewithal, and personnel necessary to operate a "first-class" service FBO, to include but not limited to the ability to, (i) provide core FBO Services as defined in FCH's Minimum Standards, including but not limited to services available via "on call" 24 hours a day, 7 days a week; (ii) provide any commercial activity which relates to the fabrication, operation, maintenance, modification, repair, cleaning [exterior and/or interior], refurbishing, restoration, overhaul, painting, plating or refinishing of Aircraft; or of the airframes, powerplants, components, equipment, systems or accessories of Aircraft Revenue-Generating Aviation Activities and as defined in the Minimum Standards for FCH; (iii) the



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ability to obtain the required insurance as specified in Attachment A; and (iv) be willing and able to commit to a five year lease for the premises located at 970 West Chandler, Fresno, CA 93706. **Monthly rent shall be \$5,500/mo., plus \$0.10 per gallon fuel flowage fees, and utilities and an annual Consumer Price Index (CPI) rental adjustment clause. Rental considerations may be negotiated based on improvements made by Tenant. (Please be advised, the hangar door at 970 W. Chandler Avenue is 40 feet wide by 15 feet tall.)**

#### **F. CRITERIA FOR VENDOR SELECTION**

- **Ability** to meet the stated Minimum Qualifications (see, Paragraph E above).
- **Operations** and staffing plan (including, but not limited to, a detailed history explaining company's prior experiences with the aviation industry).
- **Ability** to handle the Airports volume of business (i.e., only FBO to have AVGAS on site for General Aviation purchase and provide services to FCH's General Aviation Community).
- **Financial** stability of company via Financial Statement documents; and
- **List of Services** available to General Aviation community.

#### **G. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

In accordance with the Code of Federal Regulations, 49 CFR parts 23 and 26, City will carry out applicable federal requirements in the award and administration of any contract awarded hereunder.

DBEs will be afforded full opportunity to submit RFQs in response to this solicitation.

#### **H. ADMINISTRATIVE PROCEDURES**

1. Phase One of the selection process will evaluate all timely submissions that meet the Minimum Qualifications as outlined in Section E of this RFQ. The submissions will be evaluated using the **Criteria for Selection** identified in Section F of this RFQ. Phase One will produce a short-list of the most qualified Respondents. Respondents not on the short-list will not continue in the selection process but may be requested, for a fee, to perform a Peer-Review scope and fee evaluation, at a later date.
2. Phase Two of the selection process is based on Respondents qualifications, submissions, and presentation. Selection will be based on qualitative analysis. Any award(s) will be based on the criteria previously specified in this RFQ document and made to the Respondent(s) whose proposal is determined to provide the best value in meeting the interest(s) of FCH and the objectives of the proposed service(s).



**510 West Kearney Boulevard, Fresno, CA 93706**

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3. City reserves the right to accept or reject any or all Respondents to this RFQ and may select, and negotiate with one or more Respondents concurrently, and enter into a Contract with such Respondent(s) who is determined, by City, to provide the services which are in the interest(s) of FCH. City may agree to such terms and conditions as it may determine to be in its interest.
4. A City of Fresno Lease and Agreement (Lease) will be executed for the monthly rent for the leasehold based on fair market value and monthly fuel flowage fees based on rates in the Master Fee Schedule (MFS) per gallon dispensed by company. The fuel flowage fees must be reported on a monthly basis. A copy of a sample agreement may be available upon request. The selected company shall be required to submit documentation to substantiate compliance with all Agreement terms, including a "Conflict of Interest Declaration" on City furnished forms and obtaining required insurance coverage. See Attachment A for insurance requirements.
5. In accordance with the Code of Federal Regulations, 49 CFR parts 23 and 26, City will carry out applicable federal requirements in the award and administration of any contract awarded hereunder.

#### **I. GENERAL REQUIREMENTS/CONDITIONS**

1. City hereby notifies all interested Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
2. Title VI Solicitation Notice -- City, 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 Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
3. Prospective Respondents are advised that City in the solicitation or evaluation of the interested vendors incurs no obligation or commitments. City reserves the right to waive or modify any part of this RFQ process without penalty at their sole discretion.



**510 West Kearney Boulevard, Fresno, CA 93706**

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4. City reserves the right to request additional information from Respondents, to negotiate terms and conditions of the contract(s), to visit sites, to request demonstrations or oral presentations, or ask Proposers to appear before City to clarify points of their RFQ.
5. The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective January 19, 2008. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, or Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter that is the subject of this competitive procurement process.
6. City reserves the right to choose which scope of work will be assigned to one or more Respondents.
7. Submission of a Statement of Qualification from a proposing Respondent indicates a willingness to prepare, for a fee, an independent cost-estimate even though the Respondent is not selected to continue beyond Phase One of the selection process. Preparation of the independent estimate, if requested by City, will eliminate a Respondent from further consideration for this project.
8. All companies or individuals interested in responding to this RFQ shall do so by submitting three (3) hard copies via U.S. Mail or one (1) pdf copy via email of their Statement of Qualifications by February 27, 2023, at 3:00 PM PDT to:

Melissa Garza-Perry  
Airports Properties Manager  
City of Fresno, Airports Department  
4995 E. Clinton Way  
Fresno CA 93727-1525  
FYIProperties@fresno.gov

9. At a minimum, submissions shall include the following:
  - A. Minimum Qualifications, as per Section D, of this RFQ, including relevant back-up documentation.
  - B. Include an approach to and understanding of the broad nature of the proposed services.
  - C. Identify the main point of contact/team leader and include company profiles and pertinent certifications.

## **Indemnification**

- A. Except to any extent expressly provided for in this Agreement, and to the furthest extent allowed by law, Lessee shall indemnify, hold harmless and defend City and its officers, officials, employees, agents and volunteers (hereinafter referred to collectively as "City") from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) incurred by City, Lessee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the License Agreement. Lessee's obligations under the preceding sentence shall apply to any negligence of City, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or by the willful misconduct, of City.
- B. Lessee acknowledges that any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) arising out of or in any way connected with releases or discharges of a Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Lessee's activities or the activities of any of Lessee's representatives (including, without limitation, any of Lessee's officers, officials, employees, agents, volunteers, invitees, subtenants, consultants, subconsultants, contractors or subcontractors), and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys' fees and disbursements and any fines and penalties imposed for the violation of any Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above.
- C. If Lessee should contract any work on the Premises or subcontract any of its obligations under this Agreement, Lessee shall require each consultant, subconsultant, contractor and subcontractor to indemnify, hold harmless and defend City and its officers, officials, employees, agents and volunteers in accordance with the terms of this Section and meet all the insurance requirements in this Agreement or as determined by the City of Fresno Risk Manager or their designee.
- D. The fact that insurance is obtained by Lessee shall not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Lessee. Approval or purchase of any insurance contracts or

## **ATTACHMENT A**

policies shall in no way relieve from liability nor limit the liability of Lessee, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

- E. The provisions of this Section shall survive the termination or expiration of this agreement.

## Insurance

Throughout the life of this Agreement, Lessee shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager or his/her designee. The following policies of insurance are required:

(i) AVIATION/AIRPORT OR GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include coverage for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, hangarkeepers legal liability, products and completed operations, and contractual liability (including, without limitation, indemnity obligations under this Lease), with limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage, \$2,000,000 per occurrence for personal and advertising injury, \$4,000,000 aggregate for products and completed operations and \$4,000,000 general aggregate. **Lessee may substitute Airport Liability insurance for this insurance provided the coverage is as broad as required and the limits of liability are not less than required.**

(ii) AIRCRAFT HULL AND LIABILITY insurance shall include coverage for bodily injury to passengers and non-passengers, property damage and cargo legal liability with combined single limits of liability of not less than \$1,000,000 per occurrence and aggregate for bodily injury, property damage and cargo legal liability for fixed wing aircraft and \$1,000,000 per occurrence and aggregate for bodily injury, property damage and cargo legal liability for rotorcraft.

(iii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

(iv) WORKERS' COMPENSATION insurance as required under the California Labor Code.

## ATTACHMENT A

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

(v) PROPERTY INSURANCE against all risk of loss to any tenant improvement or betterments, at full replacement cost with no coinsurance penalty provision.

(vi) POLLUTION LEGAL LIABILITY with coverage for bodily injury, property damage or pollution clean-up costs that could result from of pollution condition, both sudden and gradual. Coverage is required to include underground storage tanks, including a discharge of pollutants brought to the work site, a release of pre-existing pollutants at the site, or other pollution conditions with limits of liability of not less than the following:

- (i) \$1,000,000 per occurrence or claim; and,
- (ii) \$2,000,000 general aggregate per annual policy period.

In the event this Agreement involves the transportation of hazardous material, either the Commercial Automobile policy or other appropriate insurance policy shall be endorsed to include *Transportation Pollution Liability insurance* covering materials to be transported by LESSEE pursuant to the Agreement.

### **UMBRELLA OR EXCESS INSURANCE**

In the event LESSEE purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

- A. Lessee shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Lessee shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City's Risk Manager or his/her designee. At the option of the City's Risk Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents and volunteers; or (ii) Lessee shall provide a financial guarantee, satisfactory to City's Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

### **ATTACHMENT A**



- B. All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Lessee shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during this Agreement, Lessee shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.
- C. The Airport Liability (or General Liability, if applicable), Aircraft Liability, Pollution and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Lessee's insurance shall be primary and no contribution shall be required of City. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers.
- D. Lessee shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or his/her designee prior to City's execution of the Agreement.** Such evidence of insurance shall be provided City at the following address:
- City of Fresno  
Airports Department  
4995 E. Clinton Way  
Fresno, CA 93727
- E. Upon request of City, Lessee shall immediately furnish City with a complete copy of any insurance policy required under this Contract, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.
- F. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Lease. No action taken by City hereunder shall in any way relieve Lessee of its responsibilities under this Lease.
- G. The fact that insurance is obtained by Lessee shall not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do

## ATTACHMENT A

not act as a limitation upon the amount of indemnification to be provided by Lessee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Lessee.

- H. Lessee and its insurers hereby waive all rights of recovery against City and its officers, officials, employees, agents and volunteers, on account of injury, loss by or damage to the Lessee or its officers, officials, employees, agents, volunteers, invitees, consultants, subconsultants, contractors and subcontractors, or its property or the property of others under its care, custody and control. Lessee shall give notice to its insurers that this waiver of subrogation is contained in this Agreement. This requirement shall survive termination or expiration of this Agreement.

**SUBCONTRACTORS** - If Lessee subcontracts any or all of the services to be performed under this Agreement, Lessee shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no Side Agreement is required, Lessee will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.