



**REQUEST FOR QUALIFICATIONS & PROPOSALS**  
**FOR**  
**AVIATION FUEL SUPPLIER**

The Lehigh-Northampton Airport Authority (LNAA), doing business as Lehigh Valley Aviation Services, is publishing a Request for Qualifications and Proposals (RFQP) from firms interested in supplying aviation fuels at Lehigh Valley International Airport (ABE), Queen City Airport (XLL) and Braden Airpark (N43).

**RFQP SCHEDULE**

**Schedule is subject to change at LNAA's sole discretion.**

RFQP Issue Date	April 7, 2025
Non-Mandatory Pre-Proposal Meeting and Site Visit	April 14, 2025
Questions Due	April 21, 2025
Answers Posted	April 28, 2025
Responses Due	May 12, 2025
Clarifications or Best and Final Offers	May 19, 2025
Estimated Contract Award	June 9, 2025

**EXAMINATION OF PROPOSAL DOCUMENTS**

- 1) By submitting a proposal, the proposer represents that they have thoroughly examined and become familiar with the services required under this RFQP and that they are capable of performing such services to achieve LNAA's objectives.

**NON-MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT**

- 1) A non-mandatory pre-proposal meeting and site visit is scheduled for April 14, 2025 at 10:00 AM in the Lehigh-Northampton Airport Authority Boardroom at Lehigh Valley International Airport, 3311 Airport Road, Allentown, PA 18109. Any person that cannot be present for the meeting and would like to attend virtually may request a virtual meeting link by email at [busdev@flyabe.com](mailto:busdev@flyabe.com). Any person that cannot be present for the site visit that would like to schedule a visit for another time may do so by email at [busdev@flyabe.com](mailto:busdev@flyabe.com).

**SUBMITTING REQUESTS FOR INFORMATION**

- 1) With the exception of oral questions asked at the pre-proposal meeting, all questions, clarifications or comments shall be submitted in writing and MUST be received by LNAA no

later than April 21, 2025, at 5:00 PM. Written questions, clarifications or comments shall be submitted to LNAA by email at [busdev@flyabe.com](mailto:busdev@flyabe.com). The email subject line shall read “RFQP for Aviation Fuel Suppliers – Questions”.

- 2) Responses to questions will be posted at <https://www.flyabe.com/airport-authority/bid-opportunities/bid/request-for-proposals-aviation-fuel-supplier/> no later than April 28, 2025, at 5:00PM.

### **PRE-CONTRACTUAL EXPENSES**

- 1) Pre-contractual expenses are defined as expenses incurred by the Proposer in:
  - a) Preparing its proposal in response to this RFQP
  - b) Submitting the proposal to LNAA
  - c) Negotiating with LNAA any matter related to the proposal; or
  - d) Any other expenses incurred by the Proposer prior to date of award, if any, of the Agreement.
- 2) LNAA shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal.

### **CONTRACT AWARD**

- 1) Issuance of this RFQP and receipt of proposals does not commit LNAA to award an Agreement. LNAA reserves the right to accept or reject any or all proposals received in response to this RFQP, to negotiate with other than the selected Proposer should negotiations with the selected Proposer be terminated, to negotiate with more than one Proposer simultaneously, or to cancel all or part of this RFQP.
- 2) Any negotiations between proposal submitters and LNAA must be reduced to a written agreement and are subject to approval by the LNAA Board of Governors

### **DOCUMENTS**

- 1) All submitted documents become the property of LNAA.

### **PROPOSAL INSTRUCTIONS**

- 1) One hard copy of the proposal and a flash drive containing an electronic copy of the proposal must be sent to Lehigh- Northampton Airport Authority, Lehigh Valley International Airport, 3311 Airport Road, Allentown, PA 19465, Attn: Darren Betters. Envelopes should be clearly marked “RFQP for Aviation Fuel Supplier- Proposal”. Proposals must be received on or before 3:00 P.M. (ET) on May 12, 2025. Proposals received after this time will not be considered.



- 2) Sealed proposals will be opened publicly in the Lehigh-Northampton Airport Authority Boardroom at Lehigh Valley International Airport, 3311 Airport Road, Allentown, PA 18109, at 4:00 PM (ET) on May 12, 2025.
- 3) Proposals must be totally complete and free from ambiguity. A Proposal Form is attached as Exhibit “B”. Proposers may utilize the attached form marked Exhibit “B” or prepare their proposal following the same format, in order, and with the applicable headings. On Exhibit “B” under item #3, proposers must include the following statement as outlined under RFQP Pricing:
  - a) Proposer guarantees that air carrier pricing shall at no time be higher than the Total Jet A Pricing per gallon, calculated as outlined in the Proposal Form, guaranteed to LNAA for the full five (5) year term of the fuel supply agreement, and any extension thereof.
- 4) On Exhibit “B” under item #1 - Jet A, and item #2 - Avgas 100LL, proposers must include the following statement as outlined under RFQP Pricing:
  - a) Proposer guarantees there will be no additional fee to LNAA for fuel load deliveries split between XLL, ABE, and/or N43 for the full five (5) year term of the fuel supply agreement, and any extension thereof.
- 5) Proposals must be signed by the president or other duly authorized officer of the company or legally authorized agent, with title noted. LNAA reserves the right to demand evidence of authority of the person executing on behalf of the proposer and may reject any proposal for which satisfactory evidence is not provided.
- 6) Proposals shall remain valid for a period of one hundred and twenty (120) days.
- 7) Further to the information requested in Exhibit “B” - Proposal Form, proposers may submit additional information that is pertinent (e.g., brochures, etc.).
- 8) For a proposal to be rendered valid, all relevant documents must be submitted with and by the date and time proposals are due as stated herein, and the wording of the proposal must be devoid of any additions, deletions or modifications pertaining to conditions set forth.
- 9) The successful Proposer shall provide LNAA with a Performance Bond, with corporate surety or sureties duly authorized to do business in the Commonwealth of Pennsylvania. The Performance Bond must be in the amount of Two Hundred and fifty Thousand Dollars (\$250,000) within fifteen (15) days after notification of the award, valid for the term of the contract and any extension thereof. Only surety companies whose names appear in the latest edition of the United States Treasury Circular 570, or an irrevocable letter of credit, drawn on



a USA bank approved by LNAA, shall be considered acceptable. LNAA at its sole discretion may require an extension of the bond/letter for an additional period of time.

## **FUEL STORAGE**

### 1) ABE

- a) Jet A - four 50,000 gallon above ground storage tanks
- b) 100LL - one 15,000-gallon underground storage tank

### 2) XLL

- a) Jet A - two 5,000-gallon mobile refuelers
- b) 100LL - one 15,000-gallon underground storage tank

### 3) N43

- a) 100LL - one 10,000 gallon above ground storage tank

## **REFUELERS**

Proposer shall provide lease rates for the following refuelers. Rates should be for “Brand New” (2024 model year or newer) vehicles

### 1) ABE

- a) Jet A
  - i) One 10,000-gallon refueler with lift
  - ii) Two 7,000-gallon refuelers with lifts
  - iii) Two 5,000-gallon refuelers with dual fueling stations.

### b) 100 LL

- i) Two 1,000-gallon refuelers

### 2) XLL

#### a) Jet A

- i) Two 5,000-gallon refuelers

#### b) 100LL

- i) One 1,000-gallon refueler

All refuelers will be equipped with electronic inventory monitoring with the ability to wirelessly transmit inventory and transactions to Total FBO or similar POS programs.



Fuel Truck Temporary Use - Proposer shall have the ability to supply LNAA, within seventy-two (72) hours, Jet-A and/or AVGAS trucks of a specific capacity and equipment configuration as requested by LNAA (or substantially similar) for temporary use up to 90 days in any calendar year. The loaner trucks will be used when the LNAA's current fuel truck fleet is unavailable for use, or the LNAA needs additional fuel trucks. This service shall be at no additional cost to LNAA.

The selected Proposer(s) will also, at no charge to LNAA, service the loaner trucks should any type of maintenance, service and/or parts be necessary during the loaning period.

**Just In Time Inventory** - Proposer will own all inventory in the above-mentioned storage facilities and refuelers. LNAA will be invoiced for the cost of fuel when the fuel is dispensed into an aircraft.

### **Historical Fuel Volumes**

Calendar Year	ABE		XLL		N43
	Jet A	100LL	Jet A	100LL	100LL
2020	12,549,378	61,143	125,473	42,969	10,937
2021	16,528,446	77,237	89,886	43,475	13,166
2022	15,248,577	66,474	62,043	50,988	6,719
2023	12,991,267	72,471	73,972	69,728	7,971
2024	13,434,925	79,614	53,821	67,242	6,201

### **PRODUCT SPECIFICATIONS**

- 1) Jet-A shall conform to ASTM D-1655 specifications, latest revisions, not pre-blended.
- 2) 100LL AVGAS shall conform to ASTM D-910 specifications, latest revision, and shall be of the Aviation Gasoline type, 100 Octane, Low Lead (AVGAS 100LL) or future replacement.

### **DELIVERY/ SUPPLY**

- 1) Proposer shall provide ordering capability 24 hours a day, 7 days a week.
- 2) Proposer shall provide aviation fuel delivery 24 hours a day, 7 days a week.



- 3) Proposer shall provide delivery within 24 hours of the order being placed.
- 4) Scheduled deliveries shall arrive at ABE, XLL or N43 within a 3-hour window of LNAA approved scheduled delivery plan – as may change from time-to-time at the sole and absolute discretion of LNAA. Proposer shall credit LNAA any and all delivery costs (delivery costs as established in Proposer’s proposal as required herein) for Proposer’s failure to deliver fuel loads within a 3-hour window of LNAA approved scheduled delivery time.
- 5) Proposer will indicate the primary location of supply and describe its contingency plan in case of interrupted fuel delivery from the primary delivery point.

## **FUEL PRICING**

- 1) Jet A fuel pricing shall be based on Platts New York Harbor Barge Mean, prior week traded day average, plus a fixed differential and transportation costs to LNAA’s storage facilities.
  - a) The transportation cost must include all delivery costs with the exception of the freight surcharge and be fixed for the five (5) year term of the fuel supply agreement. Freight surcharge increases/decreases from the supply point must be passed through based on appropriate documentation to the satisfaction of LNAA.
- 2) For the purpose of this proposal, all proposers must submit their proposal based on the following price structure:
  - a) Platts New York Harbor Barge Mean prior week traded day average in effect on April 25, 2025
  - b) Fixed Differential Per Gallon
  - c) Fixed Transportation Cost Per Gallon (including all delivery costs except the freight surcharge)
  - d) Current Freight Surcharge Per Gallon
  - e) Total Jet A Fuel Price Per Gallon in Effect on April 25, 2025
- 3) The successful supplier may only alter the price of Jet A fuel in conjunction with:
  - a) The prior week traded day average of the posted Platts New York Harbor Barge Mean price; and
  - b) An increase/decrease in the freight surcharge with appropriate documentation to the satisfaction of LNAA.

The successful supplier agrees to notify LNAA in writing of all **price changes at least twenty-four (24) hours in advance**. This notification will outline the Platts New York Harbor Barge Mean prior week traded day average, the fixed differential, the fixed transportation cost, the current



freight surcharge (if any), and the resulting new price that will remain in effect for the following seven days. In addition to documentation for increases/decreases to freight surcharges, LNAA may from time to time, or in the case of a dispute, request proof of the Platts New York Harbor Barge Mean calculation.

**NOTE:** LNAA RETAINS THE RIGHT TO ALLOW THE AIR CARRIERS SERVING ABE TO ENTER INTO NEGOTIATIONS WITH THE SUCCESSFUL FUEL SUPPLIER TO OBTAIN THE MOST COMPETITIVE PRICING AVAILABLE. PROPOSER GUARANTEES THAT AIRLINE PRICING WILL AT NO TIME BE HIGHER THAN THE PRICE GUARANTEED LNAA, CALCULATED AS OUTLINED ABOVE, FOR THE FULL FIVE (5) YEAR TERM OF THE FUEL SUPPLY AGREEMENT.

THE PROPOSED PRICE DIFFERENTIAL PER GALLON AND TRANSPORTATION COST PER GALLON (EXCLUDING THE FREIGHT SURCHARGE) SHALL BE GUARANTEED FOR THE FULL FIVE (5) YEAR TERM OF THE FUEL SUPPLY AGREEMENT.

PROPOSER AGREES THERE WILL BE NO ADDITIONAL FEE TO LNAA FOR FUEL LOAD DELIVERIES SPLIT BETWEEN XLL, ABE, AND/OR N43.

- 1) 100LL pricing shall be based on Platts New York Harbor Barge Mean, prior week traded day average, plus a fixed differential and transportation costs to LNAA's storage facilities.
  - a) The transportation cost must include all delivery costs with the exception of the freight surcharge and be fixed for the five (5) year term of the fuel supply agreement. Freight surcharge increases/decreases from the supply point must be passed through based on appropriate documentation to the satisfaction of LNAA.
- 2) For the purpose of this proposal, all proposers must submit their proposal based on the following price structure:
  - a) Platts New York Harbor Barge Mean prior week traded day average in effect on April 25, 2025
  - b) Fixed Differential Per Gallon
  - c) Fixed Transportation Cost Per Gallon (including all delivery costs except the freight surcharge)
  - d) Current Freight Surcharge Per Gallon
  - e) Total 100LL Price Per Gallon in Effect on April 25, 2025
- 3) The successful supplier may only alter the price of 100LL in conjunction with:
  - a) The prior week traded day average of the posted Platts New York Harbor Barge Mean price; and

- b) An increase/decrease in the freight surcharge with appropriate documentation to the satisfaction of LNAA.
- 4) .

**NOTE:** THE PROPOSED PRICE DIFFERENTIAL PER GALLON AND TRANSPORTATION COST PER GALLON (EXCLUDING THE FREIGHT SURCHARGE) SHALL BE GUARANTEED FOR THE FULL FIVE (5) YEAR TERM OF THE FUEL SUPPLY AGREEMENT.

PROPOSER AGREES THERE WILL BE NO ADDITIONAL FEE TO LNAA FOR FUEL LOAD DELIVERIES SPLIT BETWEEN XLL, ABE, AND/OR N43.

### **SUSTAINABLE AVIATION FUEL**

- 1) Proposer should be able to supply Sustainable Aviation Fuel (SAF) in an amount equal to 10% of LNAA's annual volume of Jet A.
  - a) Identify location of SAF supply and show evidence of availability of inventory.
  - b) List additional cost for supply and delivery of SAF.

### **SERVICE AND TECHNICAL SUPPORT**

- 1) Proposer shall provide a dedicated account manager/representative that can answer fueling and quality control questions and provide support in a timely manner. Proposer shall identify its account representative in its proposal and a listing of contacts, by name and position for quality control, logistics, training and marketing support.
  - a) Proposer shall include an organizational chart of the account management team that will be responsible for sales, customer service, marketing and technical support on the contract commencement date.
- 2) Proposer shall have experience with FAA regulations required to support LNAA's requirements for FAA certification as an FAR Part 139 airport.

### **CREDIT CARD ACCEPTANCE, FEES, AND PAYMENT TERMS**

Proposers shall submit credit card acceptance and processing fees for any and all cards normally accepted by the supplier. Each proposal shall also include the terms of credit for payment to the proposer from LNAA for each card accepted, including electronic transfer of funds or other processing procedures with time requirements. Electronic fund transfers for credit sales made by LNAA shall routinely be credited to LNAA within three (3) business days.

### **PRODUCT LIABILITY INSURANCE**

- 1) Proposals shall also include third party product liability insurance in an amount not less than fifty million dollars (\$50,000,000) (one hundred million dollars is preferred) to be provided by





Proposer. Any additional types and amounts of insurance to be provided by Proposer should also be submitted.

## **MANAGEMENT/MARKETING SUPPORT AND PILOT INCENTIVE PROGRAMS**

- 1) The preferred proposer would be a full-service marketer providing FBOs a complete package of marketing and support services related to the sale of aviation fuels, including but not limited to:
  - a) National Advertising - Proposer's program should be proactive and aggressively provide national advertising specifically supporting Lehigh Valley Aviation Services (LNAA's operating name for its FBO) at ABE, XLL and N43. Proposers should outline the proposed national advertising program including the trade journals, magazines, the frequency of advertisements dedicated to the FBOs, and LNAA's cost, if any. Proposers participation in industry trade shows such as NBAA BACE, S&D and Regional Forums should also be included as well as the cost to LNAA to exhibit.
  - b) Signage – Successful proposer will be responsible for any branded signage at all LNAA locations including the replacement of all current signage.
  - c) Co-op Uniform Program - Proposers shall also submit a flexible co-operative uniform program which provides as a minimum the fuel supplier to pay for half of all uniform costs which contain the supplier's logo or \$.005/gallon of fuel sales per 12-month period.
  - d) Commercial Contract Fuel Purchasing Programs - Proposers shall outline any commercial contract fuel purchasing programs they manage and identify the cost to LNAA, if any.
  - e) Incentive Program - Proposers must submit with the proposal details of its pilot incentive programs as well as any additional programs such as uniforms, pilot gifts etc.
  - f) Branding / FBO Network – Proposers should submit details of any FBO network or branding opportunities LNAA is eligible to participate in and any cost associated with such programs.

## **ADDED VALUE**

- 1) Proposer should include any value-added services that may be provided to LNAA including Point of Sale Systems, Inventory Control Systems, Special Event Planning and Assistance, etc.
- 2) Proposer should include any potential investment in facilities, equipment or operations that may be offered to LNAA.

## **Contract Term**



- 1) LNAA intends to commence the contract on October 1, 2025.
- 2) LNAA's preferred contract term is a five (5) year initial term and one five (5)-year option to extend at the sole discretion of LNAA.
- 3) Other terms may be proposed.

### **CONTRACT TRANSITION**

- 1) Proposer shall include a transition plan for implementing the new contract and commencing operations on the contract commencement date of October 1, 2025.
  - a) Plan must ensure no interruption of fuel supply or services to LNAA.
  - b) Plan should include the time needed to source and deliver refuelers.
  - c) If transition team is different than the account management team, Proposer shall identify the transition team and provide necessary contact information.

## **Appendix A**

### **Terms and Conditions**

The Lehigh-Northampton Airport Authority, (in accordance with Title VI of the Civil Rights Act of 1974, 7B Stat. 252, 42 USC 2000D to 2000D-4 and Title 49, Code of the Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federal assisted program for the Department of Transportation issued pursuant to such Act) notifies all firms that it will affirmatively insure that Disadvantaged Business Enterprises will be afforded full opportunity to submit quotes in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

The Standard Provisions are intended to describe and establish all requirements and standards for this Contract and shall be binding upon the parties' signatory to the Contract. By submitting a bid for this Contract, the Company agrees to adhere to the requirements of all these Provisions.

Sealed qualifications and proposals for the project entitled Aviation Fuel Provider must be submitted by email to [busdev@flyabe.com](mailto:busdev@flyabe.com) no later than May 28, 2025, at 2:00 PM Local Time

Positively no bids will be accepted after May28, 2025 at 2:00 PM Local Time.

#### **Non-Discrimination and Affirmative Action**

The Proposer agrees, unless exempt, to comply with the applicable federal regulations pertaining to nondiscrimination and affirmative action (generally Part 60-1 of Title 41 of the Code of Federal Regulations) but not limited to the Equal Opportunity Clause (41 C.F.R. Paragraph 60-1.4). which is incorporated by reference, the Affirmative Action Clause for Handicapped Workers (41 C.F.R. Paragraph 60-741.4) which is incorporated by reference, and the Americans with Disabilities Act, 42 U.S.C., Section 12101 et seq. and the applicable Federal regulations. Proposer further agrees, unless exempt, to comply with the Pennsylvania Nondiscrimination Clause (16 Pennsylvania Code Paragraph 49.101 (D), which is incorporated by reference. Pursuant to the provisions of Act No. 222, October 27, 1955, as amended by Act No. 19, February 28, 1961, and in accordance with the provisions of the Governor's Code of Fair Practice, effective June 6, 1963, and the Regulations of the Pennsylvania Human Relations Commission, as approved by the Public Works Project will contain the following items:

- 1) Proposer agrees that it will comply with the provisions of the Pennsylvania Human Relations Act in providing equal employment opportunities in connection with all work performed by the Proposer or any sub-contractor or supplier at the job site pursuant to the Contract.
- 2) Proposer agrees that it will comply with the Non-Discrimination Policy of LNAA which provides that in the performance of the Contract, the Proposer will provide equal opportunity for all citizens regardless of race, color, religion, sex, sexual orientation, gender, gender expression, gender identity, national origin, or handicap/disability.



The Lehigh-Northampton Airport Authority, in accordance with Title VI of the Civil Rights Act of 1964, 7B Stat. 252, 42 USC 2000D to 2000D-4 and Title 49, Code of the Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary , Part 21, Nondiscrimination in Federal assisted program for the Department of Transportation issued pursuant to such Act) notifies all Proposers that it will affirmatively ensure that Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from consideration for an award. Moreover, any company will be required to ensure that the company will not discriminate against any employee or applicant for employment or against any sub-contractor applicant because of race, color, religion, sex, or national origin.

**Compliance with Regulations:** The Company (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and LNAA's (latest edition), which are herein incorporated by reference and made a part of this contract.

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

**Information and Reports:** The Company 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 LNAA to be pertinent to ascertain compliance with such Nondiscrimination Acts. Where any information required of a company is in the exclusive possession of another who fails or refuses to furnish the information, the Company will so certify to LNAA, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of a Company's noncompliance with the Non-discrimination provisions of the contract, LNAA will impose such contract sanctions as may be determined to be appropriate, including, but not limited to:

- 1) Withholding payments to the company under the contract until the Company complies; and/or
- 2) Cancelling, terminating, or suspending a contract, in whole or in part.

### **Rejection of Individual Proposals**

Any bid may be rejected in whole or in part when it is in the best interest of LNAA to do so.



**Reasons for rejection of a proposal may include but are not limited to:**

- 1) The proposal is non-responsive i.e., it does not conform in all material respects to the solicitation or bid package.
- 2) Unreasonable price.
- 3) The Proposer submitting the proposal is determined to be non-responsible through LNAA's scoring criteria. A determination of non-responsibility may be made for, but is not limited to, any of the following reasons, as identified below:
  - a) Evidence of collusion among Proposers.
  - b) Inadequate ability, capacity, quantity and/or quality of experience, plant, equipment, financing, manpower or other resources required to perform the contract.
  - c) The sufficiency of the financial resources and ability of the Proposer to fulfil the contract or provide the service.
  - d) Proposer's workload which, in the judgment of LNAA, might hinder or prevent the prompt completion of the subject work if awarded.
  - e) Default by the Proposer on other contracts.
  - f) Failure to pay or satisfactorily settle all reasonable and just bills due for labor and material on prior or current contracts.
  - g) Failure to perform satisfactorily on other contracts awarded, and the conditions leading to unsatisfactory performance remain unresolved.
  - h) The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
  - i) The Proposer's previous and present compliance with laws and ordinances relating to the contract or service.
  - j) Whether the Proposer is in arrears to LNAA on a debt or contract or is a defaulter on surety to LNAA.
  - k) Such other information as may be secured having a bearing on the decision to make the award.
  - l) Any other reason affecting the Proposer's ability to perform, or record of business integrity.

- m) Proposer not otherwise qualified and eligible to receive an award under applicable laws and regulations.
- n) Proposer who has previously failed to perform properly or complete on time contracts with LNAA.
- o) The Proposer fails to supply information to LNAA promptly, after notification from LNAA that such information is required in connection with a determination to be made pursuant to the information listed above.

### **Rejection of all Proposals**

After opening of proposals but before award is provided, all proposals may be rejected in whole or in part when LNAA, with the approval of the Executive Director or their designee, determines that this action is fiscally advantageous or otherwise in LNAA's best interest.

### **Bid Protests**

A bid protest must be in writing and filed with LNAA. Oral objections, whether or not acted on, are not protests.

Right to Protest: A Proposer or offeror, a prospective Proposer or offeror, or a prospective company that is aggrieved in connection with the solicitation or award of a contract, may protest to the Executive Director of LNAA in writing.

Time for Filing: A bid protest shall be filed not later than seven (7) days after the aggrieved Proposer knew or should have known of the facts giving rise to the protest except that in no event may a protest be filed later than seven days after the date the contract was awarded.

If the protestant is a prospective Proposer, a protest shall be filed with LNAA prior to the bid opening time or the proposal receipt date. If a prospective Proposer fails to file a protest or files an untimely protest, the Proposer or prospective Proposer shall be deemed to have waived its right to protest the solicitation or award of the contract in any forum. Untimely filed protests shall be disregarded by LNAA.

Contents of Protest: A protest shall state all grounds upon which the protestant asserts the solicitation or award of the contract was improper. The protestant may submit with the protest any documents or information it deems relevant to the protest.

Response and Reply: Within fifteen (15) days of receipt of a protest, LNAA may submit to the protestant a response to the protest, including any documents or information deemed relevant to the protest. The protestant may file a reply to the response within ten (10) days of the date of the response.

Evaluation of Protest: The Executive Director of LNAA or his/her designee shall review the protest and any response or reply and may request and review such additional documents or information he deems necessary to render a decision and may, at his/her sole discretion, conduct a hearing. The Executive Director of LNAA or his/her designee shall provide to the protestant and the contracting officer a reasonable opportunity to review and address any additional documents or information deemed necessary by the Executive Director of LNAA or his/her designee to render a decision.

Determination: Upon completing an evaluation of the protest, the Executive Director or his/her designee shall issue a written determination stating the reasons for the decision. The determination shall be issued within sixty (60) days of the receipt of the protest unless extended by consent of the Executive Director or his/her designee and the protestant. The determination shall be the final order of LNAA. If the Executive Director or his/her designee determines that the solicitation or award or the contract was contrary to law, the following apply:

- 1) If the determination is made prior to the execution of a contract, the remedies are limited to cancellation of the solicitation or proposed award or revision of the solicitation or proposed award to comply with the law.
- 2) If the determination is made after the execution of a contract and the person awarded the contract has not acted fraudulently or in bad faith:
  - a) The contract may be ratified and affirmed, provided it is determined by the head of the purchasing Authority or their designee that doing so is in the best interest of the Commonwealth.
  - b) The contract, with the consent of all parties, may be modified to comply with the law; or:
  - c) The contract may be terminated, and the person awarded the contract shall be compensated for the actual expenses reasonably incurred under the contract prior to the termination. Such compensation shall not include loss of anticipated profit, loss of use of money or administrative or overhead costs.
- 3) If the determination is made after the execution of a contract and the person awarded the contract has acted fraudulently or in bad faith:
  - a) The contract may be ratified and affirmed, provided it is determined by the Executive Director his designee that doing so is in the best interest of the Commonwealth and without prejudice to the right of LNAA to damages as may be appropriate.
  - b) The contract, with the consent of all parties, may be modified to comply with the law; or
  - c) The contract may be declared void.

Stay of Procurement During Pendency of Protest: If a protest is filed timely under this section and until the time has elapsed for the protestant to file the Notice of Appeal with the Executive Director of LNAA, LNAA shall not proceed further with the solicitation or with the award of the contract unless and until the Executive Director of LNAA makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect substantial interests of the Commonwealth.

Appeal: Within fifteen (15) days of the mailing date of the final determination denying a protest, a protestant may file with the Executive Director of LNAA notice that he, she, or it appeals the final determination and invokes the right to arbitration. Issues not raised by the protestant before the Executive Director of LNAA are deemed waived and may not be raised at the Arbitration.

The Arbitration shall be conducted by Judicial Arbitration and Mediation Services (JAMS) of Philadelphia under the JAMS Code of Procedure then in effect. Arbitration is binding on all parties to Arbitration. An award or decision may be entered as a judgment in any Court having jurisdiction.

Within fourteen (14) days after filing of the Notice of Appeal, the protestant and LNAA shall select an Arbitrator from the JAMS panel. If the parties are unable to agree on an Arbitrator, JAMS shall select an Arbitrator who is a retired Judge of the United States or of the Commonwealth of Pennsylvania.

Record of Determination: The record of determination for review by the Arbitrator shall consist of the solicitation or award; the contract, if any; the protest; any response or reply; any additional documents or information considered by the Executive Director of LNAA or his/her designee; hearing transcripts and exhibits, if any; and the final determination.

Standard of Review: The Arbitrator shall determine the matter on the record of determination certified to him or her by LNAA. No other evidence shall be presented to the Arbitrator.

The Arbitrator shall affirm the determination of the Executive Director of LNAA or their designee unless the Arbitrator finds from the record that the determination is arbitrary and capricious, an abuse of discretion or is contrary to law.

Proceeding and Disposition by the Arbitrator: The parties to the Arbitration shall file Briefs with the Arbitrator within twenty (20) days after the appointment of the Arbitrator. The Arbitrator shall file his or her decision within forty-five (45) days after the Briefs have been filed.

Remedy: If the final determination of the Executive Director or their designee is not affirmed because it is contrary to law, then the Arbitrator shall cancel the solicitation or award, and declare void any resulting contract.

The expenses and fees of the Arbitrator, together with other fees, shall be borne equally by the protestant and LNAA.





This Section shall be the exclusive procedure for protesting an LNAA solicitation or award of a contract by a Proposer, offeror, prospective Proposer or prospective offeror, or a prospective company that is aggrieved in connection with the solicitation or award of a contract. The provisions of 2 Pa. C. S. shall not apply to this procedure.

## **Indemnity**

The status of the Company in their work to be provided by them under the contract is that of an independent company. As such, the work, in every respect, from the execution of the contract and during progress there under, and until completion, shall be under the charge, care and supervision of the company at their risk. They shall properly safeguard against any or all injury to the public, to public and private property, materials and things, and, as such, the company alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred in, or during the conduct or progress of said contract, without regard to whether the company, or employees, have been negligent. The company shall keep the Lehigh-Northampton Airport Authority free from, and discharged of, any and all responsibility and liability therefore of any sort of kind whatsoever.

To the fullest extent provided by law, Company agrees to indemnify, defend and hold harmless LNAA, its Board of Governors, officers, directors, employees, agents, servants, assigns and affiliates, including Architect and Engineer and other Project consultants (hereinafter “Indemnified Parties”) from and against any and all suits, actions, claims (actual or threatened), damages, liabilities, losses, fines, penalties, diminution in value, and expenses, including but not limited to legal fees (including those incurred to enforce the right to defense and indemnity hereunder), costs of investigation and surveillance, medical treatment, expert witness fees, travel and accommodations, filing fees and all other associated costs, whether or not involving a third party claim, arising out of or in any manner connected with the services to be performed under this Contract or in any way related to acts or omissions of Company and its agents, servants, employees, sub-contractors or anyone directly or indirectly involved with them or for whose acts or omissions they may be legally liable, regardless of whether or not such damages, liabilities, losses, fines, penalties, diminution in value and expenses are caused in part by the Indemnified Parties. It is expressly agreed that the defense and indemnification contained in this Contract contemplates claims against Company or its agents, servants, employees, sub-contractors or assigns. It is further expressly agreed that Company agrees to indemnify the Indemnified Parties from and against any and all suits, actions, liabilities, losses, claims, damages, and expenses, including, without limitation, costs of investigation and defense, expert witness fees, legal fees (e.g. fees of attorneys, paralegals and other legal professionals), legal fees incurred in establishing the right to indemnity, expenses and diminution of value, resulting from the Indemnified Parties’ own negligence; except that Company shall not be responsible to the Indemnified Parties on indemnity for losses caused by or resulted from the Indemnified Parties’ sole negligence. It is also expressly agreed that any defenses raised by the Indemnified Parties to allegations of its independent fault averred to by any party, including but not limited to Company, shall in no way

restrict or prejudice its ability to obtain indemnification for any of its damages, costs, fees, or legal expenses described herein. It is expressly agreed that the defense and indemnification contained in this Contract also contemplates claims arising from any violation of the Company of any municipal, state, or federal laws, rules, or regulations application to the performance of its obligations under this Contract. The defense and indemnification applies to all costs incurred by LNAA associated with compliance with any subpoena(s) for documents, sworn testimony or for any other purposes relating to the services provided under this Contract, including, but not limited to, then existing standard fees for consulting, deposition and trial testimony and all expenses related thereto. Costs further include, but are not limited to, hourly personnel charges, transcript costs, filing fees, witness fees, telephone charges, postage, delivery service fees, travel and accommodations, expert witness fees, advice of counsel and all other reasonable associated costs. Company agrees that the defense and indemnification provided for by this Contract shall survive termination of the Contract. Company also expressly agrees that this Contract shall apply regardless of the legality or compliance of the conduct of the Company, its agents, servants, employees, representatives, sub-contractors, invitees, or licensees under or with any law.

To the fullest extent permitted by law, Company shall indemnify, defend, and hold harmless the Indemnified Parties from and against all claims, loss, expenses and costs, including reasonable attorney's fees, arising out of any claim brought against Indemnified Parties by any employee of Company or any employee of its sub-contractor(s) or suppliers, regardless of whether such claim may be covered by any applicable workers' compensation insurance or by any limitations on the amount or type of damages or compensation payable by or for Company under any workers' compensation acts, disability benefits acts, or other employee benefit acts.

### **General Proposer Responsibilities and Legal Contract Requirements**

Political Contribution Disclosure: In accordance with the state of Pennsylvania, the Proposer shall comply with state regulations which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$250 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

Confidentiality: Firms shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County under

the Access to Public Records Act, State Government Article, insert citation, Annotated Code of Pennsylvania.

Interpretations, Discrepancies, Omissions: Should any Proposer find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request by email an interpretation from:

Darren Betters at [busdev@flyabe.com](mailto:busdev@flyabe.com)

All necessary interpretations will be issued to all Proposers in the form of addenda to the specifications, and such addenda shall become part of the RFQP documents. Exceptions as taken in no way obligate LNAA to change the specifications. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under his/her proposal as submitted. LNAA shall assume no responsibility for oral instructions or suggestions.

**ORAL ANSWERS WILL NOT BE BINDING ON LNAA.**

Officers Not to Benefit: No member of the appointed governing body of LNAA, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected governing body shall receive or be promised directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of LNAA, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Proposer, to the best of his/her knowledge, whether he/she be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any Authority or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Proposer shall be returned to LNAA.

Collusive Bidding: The Proposer certifies that his/her bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.



**Appendix B**  
**Proposal Form**

**RFQP PRICING**

- 1) Jet A:
  - a) Platts New York Harbor Barge Mean prior week traded day average in effect on July 16, 2025
  - b) Fixed Differential Per Gallon
  - c) Fixed Transportation Cost Per Gallon (including all delivery costs except the freight surcharge)
  - d) Current Freight Surcharge Per Gallon
  - e) Total Jet A Fuel Price Per Gallon in Effect on July 16, 2025
- 2) Avgas 100LL: Proposers shall name the primary supply point(s) and provide a one (1) year weekly history of the proposed fuel suppliers Avgas 100LL pricing for the supplier's nearest city "rack" price to ABE, XLL and N43. To allow LNAA to determine the total cost per gallon, proposers must include the following with the aforementioned weekly history pricing:
  - a) Fixed differential per gallon
  - b) Fixed transportation cost per gallon
  - c) Current freight surcharge per gallon
- 3) The successful supplier shall provide LNAA verification of **Avgas 100LL** rack price paid **at the time of a price change and periodically thereafter** throughout the term of the agreement.

**Proposer guarantees there will be no additional fee to the Authority for fuel load deliveries split between XLL, ABE, and/or Braden Airpark for the full three (3) year term of the fuel supply agreement, and any extension thereof.**

**Proposer guarantees that air carrier pricing shall at no time be higher than the Total Jet A Pricing per gallon, calculated as outlined in the Proposal Form, guaranteed to the Authority for the full three (3) year term of the fuel supply agreement, and any extension thereof.**

**PRODUCT LIABILITY INSURANCE:**

1. Type of Insurance
2. Amount(s) of Coverage

**MANAGEMENT/MARKETING SUPPORT:**

1. National Advertising Programs



2. Co-op Advertising Programs
3. Contract Fuel Purchasing Programs
4. Uniform Rental/Purchase Programs
5. Pilot Incentive Programs
6. Other Program

### **Refueler Lease Program**

1. Cost of lease for listed refuelers (Monthly)
2. Year, Make & Model of listed refuelers
3. Any lease incentive programs

### **FBO PROFESSIONAL TRAINING PROGRAMS**

1. Description of Program(s):
2. Frequency of Training:
3. Date the Program(s) was Completely Revised and Updated:
4. Authority's Cost to Participate:

### **FUEL QUALITY CONTROL PROGRAM**

1. Supplier Quality Control Manuals:
2. On-Site Quality Control Training Program:
3. Fuel Farm Inspection/Audits Program

### **CREDIT CARD ACCEPTANCE AND FEES:**

1. Credit Cards accepted and processing fees
2. Electronic Transfer and turnaround time
3. Other Card Program Services:

### **QUALIFICATIONS OF PROPOSER**

1. Number of branded FBOs as of
  - a. June 2025
  - b. June 2024
  - c. June 2023
2. References may be included at Proposer's discretion.

**SIGNING OF PROPOSAL:**

If a PARTNERSHIP or JOINT VENTURE, a general partner must sign; if a CORPORATION, the authorized corporate officers must sign.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

ZIP: \_\_\_\_\_

Company Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

