REQUEST FOR PROPOSALS

For

Fixed Base Operator (FBO) Services



|  |  |
| --- | --- |
| PROJECT NO: | **2011-35** |
| PROJECT TYPE: | **FBO Services** |
| PROPOSAL OPENING DATE: | **1:30 PM, May 30, 2013** |
| CITY PROJECT MANAGER | **Scott Fleury** |
| LEASE DURATION | **35 years** |



**PUBLIC WORKS ENGINEERING**

**20 E. MAIN STREET**

**ASHLAND OR 97520**

 541/488-5347

TABLE OF CONTENTS

Table of Contents………………………………………………………………………………… i

Advertisement………………………………………………………………………………… ii

Request for Proposals

 1.1.1 Summary Overview …………………………………………………………..

 Background………………………………………………………………. 2

 1.1.2 Definitions……………………………………………………………………. 3

 1.1.3 Lease Form………………………………………………………………… 3

 Lease Duration………………………………………………………… 3

 Lease Payment………………………………………………………… 4

 Ashland Living Wage Requirement……………………………………… 4

 1.1.4 Business License Requirements………………………………………………. 4

 1.1.5 Insurance Requirements………………………………………………………. 4

1.2 Questions & Clarifications

 1.2.1 Proposer Questions……………………………………………………………. 5

 1.3 Protests……………………………………………………………………….... 5

 1.3.1 Award Protest Requirements…………………………………………………… 5

 1.3.2 Costs & Damages……………………………………………………………… 6

 1.4 “Pass/Fail” Proposal Submission Requirements………………………………. 6

 1.4.1 Proposal Submission Deadline………………………………………………… 6

 1.4.2 Terms & Conditions…………………………………………………………… 6

1.5 “Required” Proposal Submission Items

 1.5.1 Cover Sheet…………………………………………………………………….. 6

 1.5.2 Page Length Limitation………………………………………………………… 6

 1.5.3 Quantity of Proposals…………………………………………………………… 7

**Evaluation Process & Consultant Selection**

2.1 Evaluation Process

 2.1.1 Proposal Evaluation…………………………………………………………… 7

 2.1.2 Interviews / Follow-Up Questions……………………………………………... 7

 2.1.3 Clarifications…………………………………………………………………… 8

2.2 Scoring Criteria…………………………………………………………………………….... 8

**3.0 Scope of Services**

3.1 General Responsibilities

**Appendix A:** Fixed Base Operator Lease Agreement

**Appendix B:** Category IV Minimum Standards

**Appendix C:** Proposer Registration Form

 iADVERTISEMENT

 CITY OF ASHLAND PUBLIC WORKS

REQUEST FOR PROPOSALS FOR

FIXED BASE OPERATOR SERVICES

The City of Ashland is requesting proposals to perform Fixed Base Operator services for the Ashland Municipal Airport. The Fixed Base Operator for Ashland Municipal Airport will be responsible for onsite operations including but not limited to, fee collection, fueling, terminal building staffing and any approved secondary services. The Fixed Base Operator will be required to follow the Oregon Department of Aviation Minimum Standards for a Category IV Airport as adopted by the City of Ashland. In addition the FBO will be required to enter into a long term operation lease with the City of Ashland and attached as Appendix A of the Request for Proposals.

Proposals must be received by **1:30 PM, May 30, 2013**, in the City of Ashland Engineering Office located at 51 Winburn Way, Ashland OR 97520; Mailing Address: 20 E. Main Street Ashland OR 97520. For further information, contact City’s Project Manager **Scott Fleury** at 541/488-5347. Consultant selection is anticipated to result in City Council approval for the issuance of a Lease for Fixed Base Operator services in the form provided in this RFP, for a maximum **35 year** duration.

Proposal documents are available at the above address, as well as the City of Ashland website at [www.ashland.or.us](http://www.ashland.or.us). If you received the RFP by downloading it from the City’s website and intend to submit a proposal under this RFP, you must register as a prospective proposer. To register, use supplied FAX registration form supplied in Appendix C. Registration will ensure that your firm will be included on the RFP plan holders list, and you will therefore receive any addendums that might be issued. The City will not be responsible for providing addendums to prospective proposers that download the RFP from the City website and fail to register as a prospective proposer**.** Proposals are limited to **10** pages. Consultant selection will be based upon weighted criteria as cited in the Request for Proposal document. Standard selection criteria include, but are not limited to: experience, availability, schedule, response time and cost. The City of Ashland reserves the right to reject any and all proposals, to waive formalities or to accept any proposal which appears to serve the best interest of the City of Ashland.

 Michael R. Faught, Public Works Director

 ii

 **CITY OF ASHLAND**

 **DEPARTMENT OF PUBLIC WORKS**

 **REQUEST FOR PROPOSAL**

**SECTION 1: SOLICITATION INFORMATION AND REQUIREMENTS**

1.1.1 SUMMARY OVERVIEW

The City of Ashland is requesting proposals for Fixed Base Operator (FBO) services for the Ashland Municipal Airport. The Fixed Base Operator for Ashland Municipal Airport will be responsible for onsite operations including but not limited to, fee collection, fueling, terminal building staffing and any approved secondary service, including but not limited to aircraft maintenance, avionics repair and flight training. The Fixed Base Operator will follow the Oregon Department of Aviation Minimum Standards for a Category IV Airport as adopted by the City of Ashland. The chosen proposer will be required to enter into a long term lease agreement with the City of Ashland to provide Fixed Base Operator Services.

**Background**

Ashland Municipal Airport Sumner Parker Field:

The history of aviation in Ashland is well established, dating back to the early 1920's. Several airfields were utilized in the Ashland area during the early years of aviation. In the late 1940's an airstrip developed by Sumner Parker, a local pilot, was leased to the City of Ashland for use as a public airport. The Sumner Parker site was located approximately 3 miles from Downtown Ashland and was found to be well suited for aircraft operations. The City continued to lease the property and make improvements to the airfield into the 1960's. In 1963, based on growing community support, the City began to evaluate future development needs of the airport. After establishing an airport committee, a feasibility study was conducted to determine the best location for a local airport. The Sumner Field site was found to be the most feasible, and the City Council authorized negotiations for purchase of the property surrounding the airstrip. Federal approval of the site was received in 1964, and acquisition of the property was completed shortly thereafter. The airport was renamed Ashland Municipal Airport - Sumner Parker Field. A number of major airport improvements have occurred at Ashland Municipal Airport since it became a publicly owned facility. In 1968, the runway was paved and lighted; an aircraft parking apron was constructed, and an airport administrative building was completed shortly thereafter. Since the initial development, the runway has been widened to 75 feet, and a 200 foot displaced threshold was added to Runway 30, and the parallel taxiway was extended 660 feet to the end of Runway 12. Other improvements include extension of the Runway 12 overrun (safety area); expanded apron and tie-down areas; improvements to vehicle parking and access roadways; construction of a maintenance facility; and various landscaping projects.

Ashland Municipal Airport is owned and operated by the City of Ashland, under the Department of Public Works. A nine-member appointed Airport Commission oversees the operations of the Airport. The Fixed Base Operator is responsible for administering tie-downs and hangar rents, fuel flowage fees etc., through an operating lease with the City.

|  |  |  |
| --- | --- | --- |
|  |  |  |

**1.1.2** **DEFINITIONS**

For the purposes of this RFP:

1. “calendar days” means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day;
2. “days” means calendar days; and
3. “Business days” means calendar days, excluding Saturdays, Sundays and all City recognized holidays.

“Agency” or “City” means City of Ashland.

“Council” means City of Ashland City Council

“FBO” Fixed Base Operator

“Proposers” – Means all firms submitting Proposals are referred to as Proposers in this document; after negotiations, an awarded Proposer will be designated as “Consultant”.

“PWD” means Public Works Director

“Qualification Based Selection” or “QBS” (for the purposes of this RFP) means evaluations and scoring of proposals based on qualifications, experience and project approach, without considering cost.

“RFP” means Request for Proposal.

“Scope of Work” means the general character and range of services and supplies needed the work’s purpose and objectives, and an overview of the performance outcomes expected by Agency.

“Services” means the services to be performed under the lease.

“Statement of Work” means the specific provision in the final lease which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, services, deliverables, schedule for delivery and other obligations.

**1.1.3** **LEASE FORM**

The Fixed Base Operator selected by City will be expected to enter into a written lease in the form attached to this RFP in the Appendix A. The proposal should indicate acceptance of City’s lease provision (Exhibit A). Suggested reasonable changes that do not substantially impair City’s rights under the lease may be submitted as outlined under Section 1.4.2. Unconditional refusal to accept the lease provisions will result in proposal rejection.

Lease Duration

The maximum duration of the lease is 35 years, consisting of seven 5-year terms with an expected start date of February 2018. Upon appropriate notice to City by the FBO, at the conclusion of the initial term or at the conclusion of any of the first three potential renewal terms, the Lease shall be deemed to be renewed for a period of five years from the date of expiration of the preceding term without the execution of any further instrument.Upon appropriate notice to City by the FBO, at the conclusion of the fourth renewal term and at the conclusion of any fifth renewal term, the Lease may be extended for an additional five years by written mutual agreement of the parties.

Lease Payment

Payment to the City from the Fixed Based Operator will be per the final signed and Council approved lease agreement. The FBO will pay the City each month for the previous months fee collection from ground leases, rents, tie downs and flowage fees. All payments will be tracked by the FBO on a monthly basis and reported to both the City and Airport Commission on an approved FBO payment form.

Ashland Living Wage Requirements

FBO’s employees must be paid at least the living wage as established by the City of Ashland on June 30, 2012 ($13.96 per hour):

* For all hours worked under a service contract between their employer and the City if the contract exceeds $18,088 or more.
* For all hours worked in a month if the employee spends 50% or more of the employee’s time in that month working on a project or portion of business of their employer, if the employer has ten or more employees and has received financial assistance for the project or business from the City in excess of $18,088.

In calculating the living wage for full time employees, employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans, and other benefits to the employee’s wages. The City of Ashland Living Wage Statement is appended to the sample contract included in the appendix.

**1.1.4. BUSINESS LICENSE REQUIRED**

The selected consultant must have or acquire a current City of Ashland business license prior to conducting any work under this lease.

**1.1.5 INSURANCE REQUIREMENTS**

* 1. Liability Insurance. Lessee shall maintain an occurrence form commercial general liability policy or policies (including coverage for aviation/airports liability and hangar keepers liability) insuring against liability for bodily injury and damage to property, arising from premises, operations, independent contractors, personal injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the Premises or occasioned by reason of the operations of Lessee. Each coverage specified herein shall be in an amount of not less than $2,000,000.00 combined single limit per occurrence for bodily injury and property damage, with additional excess coverage in the amount of $2,000,00.00. Such limit shall automatically increase in the event of any change in the provisions of ORS 30.270, or in the event this limit is found to be not totally applicable to a city.
	2. Pollution Insurance. Lessee shall maintain a policy or policies covering claims arising out of environmental impairment liability for gradual, sudden and accidental discharge or spill of pollutants on land, including first party clean up and remediation of the Premises. Such coverage shall specifically address the loading and unloading of fuel to and from Lessee's fuel storage tanks. The policy(ies) shall include the fueling of aircraft and the wrongful delivery or misdelivery of fuel. Coverage shall be in an amount of not less than $2,000,000.00 per occurrence, with additional excess coverage in the amount of $2,00,0000. Coverage may be a combination of endorsements to Operator's commercial general liability and automobile liability policies.
	3. Workers’ Compensation Insurance. Lessee shall maintain in force Workers' Compensation insurance for all of Lessee's employees, including coverage for Employer's Liability. In lieu of such insurance, Lessee may maintain a self-insurance program meeting the requirements of the State of Oregon and a policy of Excess Workers' Compensation with a limit of at least $1,000,000.00 per accident above the self-insured retention.

Additional Insured/Certificates of Insurance. Contractor shall name City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insured on any insurance policies required herein but only with respect to Contractor’s services to be provided under this Contract. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates prior to commencing work under this contract. The certificate will specify all of the parties who are Additional Insured. The consultant’s insurance is primary and non-contributory. Insuring companies or entities are subject to the City’s acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**1.2 QUESTIONS AND CLARIFICATIONS**

1.2.1. Proposer Questions

All inquires, whether relating to the RFP process, administration, deadline or award, or to the intent or technical aspects of the services must be submitted in writing to the City’s Project Manager listed in the advertisement for this proposal, at 20 East Main Street, Ashland Oregon 97520. All questions must be received no later than ten (10) calendar days prior to the proposal submission deadline.

Answers to questions received by City, which are deemed by City to be substantive, will be issued as official addenda to this RFP to ensure that all proposers base their proposals on the same information. When appropriate, as determined by City in its sole discretions, revisions, substitutions or clarification of the RFP or attached terms and conditions, an official addendum to this RFP will be issued. Proposer shall indicate receipt of all issued addenda by attaching a copy of the addendum to the proposal. The addendum will not be included in the total maximum page limit.

**1.3 PROTESTS**

1.3.1 Award Protest Requirements

Every proposer who submits a proposal shall be notified of its selection status. Any proposer who claims to have been adversely affected or aggrieved by the selection or any proposer who contends that the provisions of the RFP or any aspect of the procurement process has promoted favoritism in the award of the contract or has substantially diminished competition, must file a written protest to the RFP within seven (7) calendar days after the date of the selection notice. Failure to file a protest will be deemed a waiver of any claim by an offeror that the procurement process violates any provision of ORS Chapter 279, the City of Ashland Local Contract Review Board Rules or the City’s procedures for screening and selection of persons to perform personal services.

1.3.2 Costs and Damages

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor’s expense. City shall not be liable for the proposer’s damages or costs for filing the protest or to any participant in the protest, on any basis, express or implied.

* 1. **“****PASS / FAIL” PROPOSAL SUBMISSION REQUIREMENTS**

Each proposal must comply with the following Pass / Fail criteria. Proposals not meeting ALL Pass / Fail criteria shall be rejected.

* + 1. Proposal Submission Deadline (Pass / Fail)

Proposals must be received by the submission deadline as indicated in this RFP and at the address specified. City will not accept proposals submitted by facsimile or electronic mail, nor will it accept proposals submitted after the proposal submission deadline. City is not responsible for and will not accept late or mis-delivered proposals.

* + 1. Terms and Conditions (Pass / Fail)

Unless an official addendum has modified or reserved the right to negotiate any terms contained in the contract or exhibits thereto, City will not negotiate any term or condition after the protest deadline, except the statement of work, pricing and calendar with the selected proposer. By proposal submission, the selected proposer agrees to be bound by the terms and conditions as set forth in this RFP and as they may have been modified or reserved by City for negotiation. Any proposal that is received conditioned upon City’s acceptance of any other terms and conditions or rights to negotiate will be rejected.

* 1. **“ REQUIRED” PROPOSAL SUBMISSION ITEMS AND SCORING DEDUCTIONS**

Any items in this Section 1.5 marked as REQUIRED that are incomplete or are not submitted with the proposal will receive a three (3) point scoring deduction for each item and must be submitted within two (2) business days of request by City. Failure to deliver properly completed “REQUIRED” items within two (2) business days of request by City shall result in proposal rejection.

* + 1. Cover Sheet (Required)

The proposal must include a completed cover sheet signed by a duly authorized representative empowered to bind the proposer (at least one original signature). The cover sheet shall state the project title, the legal name of the proposer, legal status, federal tax ID number, mailing address, primary contact person for this proposal with email address, telephone number, fax number and the name of the person authorized to sign a contract. Include an original signature, printed name and title and date.

* + 1. Page Length Limitation (Required)

The proposal must not exceed Ten (**10)** pages, excluding cover sheet, any tabs or indexes and references, and any issued addendum. **Failure to include addendum within the RFP shall result in a three point scoring reduction.** If a proposer submits a proposal exceeding this limit, City will consider the pages up to that allowable number and discard all subsequent pages.

One page is defined as: one side of a single 8 ½” x 11” page. Any page over this size will be counted as two (2) pages. Any page or partial page with substantive text, tables, graphics, charts, etc. will be counted as one page.

There is no scoring deduction for exceeding the proposal page limitation; however, extra pages will be discarded and will not be considered in the evaluation.

* + 1. Quantity of Proposals (Required)

Proposers must submit six (6) complete copies of the proposal.

**SECTION 2.0 EVALUATION PROCESS AND CONSULTANT SELECTION**

**2.1 EVALUATION PROCESS**

2.1.1 Proposal Evaluation

City will review proposals for conformance with the “Pass / Fail” and “REQUIRED” criteria identified in Sections 1.4 and 1.5. Proposals meeting all Pass / Fail criteria will be forwarded to an evaluation committee that will independently review, score and rank proposals according to the scoring criteria set forth in Section 2.2.

The outcome of the evaluation process may, at the City’s sole discretion result in:

1. Notice to proposers of selection or rejection for lease negotiations and possible award:
2. Further steps to gather additional information for evaluation (e.g. checking references, notice of placement on an interview list, requesting clarification); or
3. Cancellation of the RFP and either reissuance of the RFP in the same or a revised form or no further action by the City with respect to the RFP.

City may reject any or all proposals and may cancel this RFP at anytime if doing either would be in the public interest as determined by the City. City is not liable for any costs a proposer incurs while preparing or presenting the proposal or during further evaluation stages. All proposals will become part of the public record file without obligation to the City of Ashland.

2.1.2. Interviews / Follow-up Questions

Interviews / follow-up questions may be conducted and scored at the discretion of City. If interviews / follow-up questions are conducted the following will apply:

* A minimum of three (3) evaluators shall score the interviews / follow-up questions;
* The interviews / follow-up questions will have a maximum score of ten (10) points;
* The number of Proposers selected for interviews / follow-up questions is at the sole discretion of the City;
* Follow-up questions will typically be sent via email to proposer(s) as an alternative to face-to-face interviews. However, City may conduct face-to-face interviews if determined necessary after conducting written follow-up questions;
* Interviews normally require physical attendance at City’s offices; however, the City may elect to conduct interviews via teleconference or video conference. Further details will be included with notification of time and date of interviews, if conducted.

2.1.3 Clarifications

City may require any clarification it needs to understand the proposer’s proposal. Any necessary clarifications or modifications which are in the best interest of City may be made before the proposer is awarded a contract and some or all of the clarifications or modifications may become part of the final contract. Clarifications may not be used to rehabilitate a non-responsive proposal.

**2.2 SCORING CRITERIA**

Scoring will be based upon the following described categories. The proposer must describe how each of the requirements specified in this RFP are met. Responses should be clear and concise.

2.2.1 Understanding of Requested Service Maximum Score **10** points

Demonstrate a clear and concise understanding of the scope of services being requested in this RFP.

2.2.2 FBO Capabilities Maximum Score **30** points

Demonstrate capability to complete the requested services. Response must include:

* (15 points) An explanation describing how the proposer can accommodate the workload contemplated under the scope for primary services (fueling, hours of operation), including a description of anticipated response times for various requests, including issuance of Notams, after hour’s requests and customer interactions.
* (15 points) An explanation describing secondary service FBO will provide minimum one (1) and how the proposer can accommodate the workload contemplated under the scope for described service(s).

2.2.3 FBO and Employees Maximum Score **25** points

* (5 points) Describe the extent of principal involvement
* (10 points) Include descriptions of similar job related experience including previous FBO operational experience.
* (10 points) Provide information regarding key staff members (including sub-consultant staff) who are anticipated to perform either primary or secondary services as listed in the scope of services.

2.2.4 Resources Maximum Score **20** points

Demonstrate proposer’s resources available to be allocated for the proposed scope of services including primary and secondary services. Describe any specialties or unique strengths that relate to the services requested in this RFP.

2.2.6 References Maximum Score **15** points

Please include references as described below in response to request for proposal:

* Include names, addresses and telephone numbers of at least three references as to financial ability and three references as to technical ability to carry on the operation. Reference letters may be submitted.
* Include a list of other airports, if any, with whom the proposer currently has agreements for commercial aeronautical activities. Specify the nature of each operation together with the name of the owners and telephone numbers.
* Include a list of all airports operated, together with the name of their owners and telephone numbers, by the proposer within the last ten years.

|  |  |
| --- | --- |
| **Criteria** | **Maximum Score** |
| 2.2.1. Understanding of Requested Services |  **10** |
| 2.2.2 FBO Capabilities | **30** |
| 2.2.3 FBO and Employees | **25** |
| 2.2.4 Resources | **20** |
| 2.2.6 References | **15** |
| **TOTAL**  | **100 Points** |

1. **SCOPE OF SERVICES**

The scopes of services discussed below for a fixed base operator represent the City of Ashland’s adoption of the Oregon Department of Aviations Minimum Standards for a Category IV airport. The final lease agreement for the chosen proposer will go before the Ashland City Council for final approval. The FBO operator lease will start February 1, 2018.

1. **Primary Aeronautical Services**
	* A Fixed Base Operator (FBO) is an entity engaged in the business of providing the primary service of staffed or unstaffed (self-fueling) aircraft fueling as described in Sections 12. Each Oregon Category IV airport Fixed Base Operator shall provide ***one*** of the following secondary FBO services, which are described in Section 13-18: flight training, airframe and power plant maintenance, aircraft rental, and aircraft storage/hangars.
	* Each FBO may subcontract or use third party operators to provide any primary or secondary services. Subcontractors and third party operators shall meet all Minimum Standards.
	* Each FBO shall conduct its business and activities on and from the leased/assigned premises in a professional manner consistent with the degree of care and skill exercised by experienced FBOs providing comparable products, services, and activities from similar airports in like markets.
2. **Leasehold Size**
	* Buildings: the FBO shall lease on the property, a public use terminal building capable of meeting business demand, as approved by the City of Ashland.
	* Current FBO site encompasses 63,740 square feet and include\*:
* FBO Office/Terminal Building 1762 square feet
* FBO maintenance hangar 6385 square feet
* 8 Aircraft Tiedowns
* Parking spaces for rental cars in the common parking lot
* Fuel Facilities, including tanks, pumping system and card lock equipment

*\*The chosen FBO will be required to enter into a lease agreement for the facilities described above.*

1. **Vehicle Parking**
* Each FBO shall provide adequate parking to meet the needs of customers and employees in accordance with local building codes but not less than five (5) paved parking spaces on the property.
* City of Ashland has one public parking lot adjacent to current FBO office, and through a lease agreement the FBO, will be allotted 5 spaces to use to accommodate rental cars if needed.
1. **Aircraft Parking**
* Each FBO shall provide property for its aircraft operating area (ramp), independent of any building area, vehicle parking area, and fuel storage area. This aircraft operating area shall provide transient aircraft parking and tie-downs for a minimum of eight (8) aircraft. This tie-down ramp area shall be adequate to support all the activities of the FBO and all approved subtenants. The ramp shall be well maintained and kept clean and free of FOD.
1. **Hours of Operation**
	* Each FBO is required to be open for business and provide aircraft fueling and line services a minimum of seven (7) days per week, during appropriate business hours. Business hours, including holiday closures and winter closures must be recorded with the City of Ashland in advance. Each FBO shall be on a twenty-four (24) hour on-call basis to provide after-hours fuel service within four (4) hours of a customer request. As such, each FBO shall provide a communications link for the after-hours on- call fueling services. If multiple FBOs are providing fuel service on the Airport, a mutually agreeable schedule can be developed to meet the after-hours on-call fueling requirement and shall be recorded with the City of Ashland.
2. **Staffing and Employee Qualifications**
* Each FBO shall have on duty during the required hours of operation, quantity of personnel necessary to meet the Minimum Standards for each aeronautical service provided. However, multiple responsibilities may be assigned to employees where feasible. Each FBO shall have at least one (1) person on duty at all times during hours of operation, and provide the City of Ashland, and keep current, a written statement of names, addresses, and contacts for all personnel responsible for the operation and management of the FBO. In addition, the City of Ashland shall be provided a point-of­ contact with phone numbers for emergency situations.
* Include the number of instructors, their names, qualifications, experience and ratings the proposer will employ or have available at the airport for flight instruction.
* Include the number of mechanics, their names, qualifications, experience and ratings the proposer will employ or have available at the airport.
1. **Personnel Qualifications**
	* All FBO fuel handling personnel shall be trained in the safe and proper handling, dispensing, and storage of aviation fuels. The FBO shall develop and maintain Standard Operating Procedures (SOP) for refueling and ground handling operations and shall ensure compliance with standards set forth in the Uniform Fire Code and FAA Advisory Circular 00-34A, Aircraft Ground Handling and Servicing. The SOP shall address bonding and fire protection, public protection, control of access to the fuel storage area, and marking and labeling of fuel storage tanks and fuel dispensing equipment, and shall be submitted to the City of Ashland no later than thirty (30) days prior to the FBO commencing fueling activities.
	* Additionally, the FBO shall comply with FAA Advisory Circular 150/5230-4, Aircraft Fuel Storage, Handling, and Dispensing on Airports, Airport rules and regulations, and all other applicable laws related to aircraft fuel handling, dispensing and storage. Each FBO shall obtain all applicable fueling certifications and permits, and receive periodic refresher training as required. The City of Ashland and/or the FAA may periodically conduct inspections of the FBO activities and facilities to ensure compliance with laws, regulations, and Minimum Standards.
2. **Insurance Requirements**
	* Each FBO shall meet all City of Ashland insurance requirements as specified in attached lease and shall maintain the types and amounts of insurance as specified in the lease agreement.
3. **Primary FBO Services**
	* Fueling: Each FBO must provide the sale and into-plane delivery of ASTM rated aviation fuels, lubricants and other aviation petroleum products. In addition, the FBO shall provide, store, and dispense either 100LL-octane avgas, Jet A fuel or both. All equipment used for the storage and/or dispensing of petroleum products must meet all applicable Federal, State, and Local safety codes, regulations and standards.
	* Each FBO shall provide a stationary fuel storage system which meets all applicable Federal, State and Local regulations and standards. The system shall be designed and operated to meet Air Transport Association (ATA) 103 requirements and the requirements of AC 150/5230-4. The 100LL and Jet A fuel storage tanks shall each be a minimum of eight thousand (8,000) gallon capacity, FBO shall also provide mobile or stationary dispensing equipment and one (1) or more personnel to serve the airport’s fuel demand. Filter-equipped fuel dispensers with separate dispensing pumps and meter systems for each grade of fuel shall be provided. All metering devices must be inspected, checked and certified annually by appropriate local and State agencies.
	* Each FBO shall have a fuel storage system designed in accordance with all EPA regulations including proper fuel spill prevention features and containment capabilities. In addition, each FBO shall provide a current copy of fuel spill prevention control and countermeasures plan to the ODA Director. Fuel inventories will be monitored in accordance with current EPA standards and copies shall be provided to ODA when requested.
	* Self-fueling equipment must be in compliance with State and local building codes.
	* Each FBO shall conduct the lawful, sanitary, and timely handling and disposal of all solid waste, regulated waste, and other materials including, but not limited to, sump fuel, used oil, solvents, and other regulated waste. The piling and storage of crates, boxes, barrels, containers, refuse, and surplus property is not permitted upon the FBO premises.
	* Each FBO shall provide an adequate supply of properly located, type, size and operable fire extinguishers and other safety equipment in accordance with the Uniform Fire Code. All fire extinguisher certifications must be current.
	* Aircraft Line Services
	* Each FBO shall provide necessary equipment, supplies, and trained personnel for aircraft parking, and tie downs.
	* Pilot Services and Concessions
	* A FBO is required to lease or construct a building at a Category IV Airport, and it shall provide the following services and concessions, unless otherwise approved by the City of Ashland.
	* Customer service counter
	* Public lounge and waiting area
	* Public restrooms
	* Public telephones
	* Local ground transportation
4. **Primary FBO Secondary Services**

The FBO must provide one (1) secondary service as part of the operational requirements based on the adopted minimum standards.

1. Flight Training:
* A flight training services operator provides aircraft ground and flight instruction necessary to complete the written examination and flight check for any category of pilot certificate or rating. A flight training services operator shall:
* Provide at least one (1) FAA certified flight instructor necessary to meet the flight training demand and schedule requirements.
* Provide one or more properly maintained and equipped aircraft that is registered with ODA, to accomplish the services offered. Ensure student pilots are in compliance with ODA registration laws.
1. **Airframe and Power Plant Maintenance**
* An Airframe and Power Plant maintenance services operator provides any of the following: major and minor airframe, engine and accessory overhaul repair services on single and multi-engine piston driven propeller aircraft. (Turbine and jet aircraft maintenance services are optional.) An airframe and power plant maintenance operator shall:
* Operate the service from a ventilated shop space able to accommodate at least one aircraft on the airport. Have on-duty a minimum of one (1) FAA-certified technician who possesses an airframe and/or power plant certificate, with inspection authorization, or conduct operations as a certified repair station pursuant to 14 CFR Part 145.
* Keep premises open and services available appropriate business hours, five (5) days a week, excluding holidays. Provide equipment, supplies and parts required for general aircraft airframe and power plant inspection, maintenance and repair. Hold the appropriate FAA repair station certificates for the types of equipment the operator plans to service and/or repair.
1. **On-Demand Operations**
	* An on-demand operator provides air transportation of persons or property to the general public for hire, either on a scheduled or unscheduled basis, or as defined by FAR Parts 119 and 135. An on-demand operator shall:
* Provide at least one (1) person who is appropriately certified and rated and registered with ODA to permit the flight activity offered by the Operator.
* Provide one properly maintained and equipped aircraft, registered with ODA, to accomplish the services offered. An on-demand operator shall have and display, a current FAR Part 135 Certificate.
1. **Aircraft Rental**
	* An aircraft leasing or rental services operator provides general aviation aircraft for leasing or rental to the public. An aircraft rental services operator shall:
* Have at least one (1) person available to meet customer needs.
* Keep premises open and services available during appropriate business hours, five (5) days a week, excluding holidays.
* Have available for rental, a minimum of one (1) owned or leased, certified, and airworthy registered aircraft.
* Ensure that all renters are in compliance with ODA registration laws.
1. **Avionics Maintenance and Sales**
	* An avionics maintenance service operator provides the maintenance, repair, and installation of aircraft avionics, radios, instruments, and accessories. This service includes the sale of new or used aircraft avionics, radios, instruments, and accessories. The operator shall:
* Operate the service in a ventilated shop space to accommodate at least one aircraft on the airport.
* Have at least one (1) trained and FAA certified technician.
* Keep premises open and services available during appropriate office hours, five (5) days a week, excluding holidays.
1. **Aircraft Storage and Hangars**
	* An aircraft storage and hangar service operator leases and rents hangars, multiple T-hangars, and/or shade hangars to aircraft owners or operators solely for aircraft storage purposes. An aircraft storage and hangar service operator shall:
* Make available the necessary amount of land to accommodate the proper quantity and size of hangars for the quantity of stored aircraft.
* Make hangar operator contact name and phone numbers, hangar availability, and rental rates known to prospective customers via posted informational sign. A separate leased space is not required for this.
* Hangars may only be rented for aircraft storage purposes.
* Hangar tenant may only perform preventive aircraft maintenance in accordance with 14 CFR Part 43 within the hangar property. Any other aircraft maintenance must be performed by an appropriately permitted FBO, SASO, MSP or by the operator in accordance with 14 CFR Part 43.3(d). Experimental aircraft construction and maintenance is allowed in accordance with 14 CFR Parts 21 and 65. Painting, welding, and any type of hazardous or combustible material storage shall be permitted within the hangar property only in amounts allowed under the Uniform Fire Code. The piling and storage of crates, boxes, barrels, containers, refuse, and surplus property shall not be permitted outside the hangar. All maintenance activity shall be in accordance with the requirements of the Uniform Fire Code.