

**Request for Bids (RFB) to provide LIQUID PROPANE FUEL for
BLUE GRASS AIRPORT**

Lexington-Fayette Urban County Airport Board

4000 Terminal Drive

Lexington, KY 40510

NOTICE AND REQUEST FOR BID

The Lexington-Fayette Urban County Airport Board (hereinafter referred to as “LFUCAB”) invites Bids from interested and qualified firms to provide and deliver liquid propane fuel for Blue Grass Airport’s Rescue Fire Fighting Training Center and WestLEX Operations.

RFBs will be reviewed and evaluated by a committee selected by the Board.

PROJECT CONTACT

For further information and copies of the RFB packet and all related documents, contact Cliff Skees, Project Manager, at (859) 425-3131 or cskees@bluegrassairport.com. It is also available on Blue Grass Airport’s website at www.bluegrassairport.com. Response to all inquiries will be posted in an addendum on the airport’s website.

The Board reserves the right to reject any and all Bids, or to accept any Bid or any combination of Bids which it deems to be more advantageous to the public and to the Board. If the Board accepts any Bid(s) pursuant to this RFB, an Agreement will be tendered to the selected Bidder(s) for execution.

RFB Close Date: In response to this request, RFB’s from interested firms must be received via electronic mail to cskees@bluegrassairport.com no later than 2 PM EST, Monday, January 6th, 2025, at which time the Bids will be publicly opened and read aloud at the LFUCAB Terminal Board Room, located at 4000 Terminal Drive, Lexington, KY 40510.

Commodity: Liquid Propane

Delivery and Usage Estimates:

Tanks	Tank Size (Gallons)	Approx. Annual Usage (Gallons)	Location
WestLex Community Hangar 1	1,000	4,000	4464 Gumbert Road, Lexington, KY 40510
WestLex Community Hangar 2	1,000	4,000	4464 Gumbert Road, Lexington, KY 40510
WestLex Box Hangar 1	1,000	1,500	4464 Gumbert Road, Lexington, KY 40510
WestLex Box Hangar 2	1,000	1,500	4464 Gumbert Road, Lexington, KY 40510
ARFF Training Center	30,000	55,000	4832 Versailles Road, Lexington, KY 40510
ARFF Training Center Mobile Tank	100	200	4832 Versailles Road, Lexington, KY 40510
Totals Approximate Usage Per Year		66,200	

Requested Contract Term

Begin: February 1st, 2025 – End: January 31st, 2026, with two one-year renewal options.

Billing Terms:

30 days from the invoice date (“due date”).

Please list question # and response in RFB

1. **Pricing:**

• **Option 1 – Fixed Basis Price, including:**

Fixed Price per Gallon \$ _____

Delivery Charges if applicable \$ _____

Include any other charges applicable \$ _____

Taxes per Gallon \$ _____

Total per Gallon \$ _____

• **Option 2 – Differential Pricing on Rack Rate**

Pricing Differential per Gallon (Bulk) \$ _____

Pricing Differential per Gallon \$ _____

Delivery Charges \$ _____

Other Applicable Charges \$ _____

Taxes per Gallon \$ _____

Total per Gallon (Bulk) \$ _____

Total per Gallon (Transport) \$ _____

*** Please identify in your Bid which option above you are proposing to the Board. Also indicate if the pricing will be adjusted if we either exceed or do not exceed our annual estimated usage from above.**

2. **Contract Renewal or Termination Terms:** Please state the terms upon which this contract maybe renewed or terminated by either party.

3. **Compliance with Laws:** The successful Bidder warrants and promises that it will comply with all state and federal requirements for the transportation, storage, and handling of fuels provided under this Bid.

4. **Sample Invoice:** Please submit a sample invoice with your quote. Include all charges and taxes in the format that would be used on our invoices.

5. **Sample Contract for Review:** Please submit a copy of the proposed form of agreement for the RFB. Please note that agreements are subject to legal and Board review. The Board will prepare

the final agreement. The agreement must include the Required Contract Provisions set forth below.

6. **Insurance:** The Bidder shall acquire and maintain all insurance specified hereunder through the term of the agreement. Such insurance shall be underwritten and issued by a firm or companies acceptable to the Board and the Bidder shall furnish evidence satisfactory to the Board that such insurance is in effect and will not be cancelled during the term of the agreement except with not less than 30 days prior written notice of such cancellation to the Board. Approval of the insurance by the Board shall not relieve or decrease the liability of the Bidder and the Bidder shall obtain such approval prior to commencement of Services.
 - (a) Worker's Compensation and Employer's Liability: The statutory limits for Bidder's employees engaged in work under the agreement shall apply.
 - (b) Professional Liability (Errors and Omissions): This insurance shall provide coverage for errors or omissions on the part of Bidder arising out of, or resulting from, the performance of the agreement in the single limit amount of not less than \$3,000,000.
 - (c) General Liability: This insurance shall provide coverage with a contractual liability endorsement, on an occurrence basis with a minimum single limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
 - (d) Additional Insured: The Board, and the Board's members, officers, directors, employees and agents in the course and scope of employment, shall be included as an additional insured on the successful Bidder's General Liability with respect to claims or liabilities arising from, or connected with the successful Bidder's work or operations.
 - (e) Pollution Liability: This insurance shall provide coverage with a contractual liability for bodily injury, property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs incurred by the subcontractor, all arising out of the work or services (including the transportation risk, when applicable) to be performed under the agreement. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. Annual aggregate limit shall not be less than \$3,000,000.
 - (f) Automobile Insurance: Comprehensive Automobile Liability Insurance insuring bodily injury and property damage arising from all owned, non-owned and hired vehicles, if any, with minimum limits of liability of \$1,000,000 combined single limit, per accident. Policy shall name the Board as additional insured.
7. **Commitments Provide:** A description of the Bidder's overall capability, resources, and assurance that it can meet its commitment to successfully complete deliveries.
8. **References:** Recent names and phone number information must be provided for at least three (3) other customers for whom these types of services have been provided.
9. **Required Contract Provisions.** The following provision shall be included in any agreement:

- (a) **General Civil Rights Provisions.** In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, 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 participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

- (b) **Civil Rights – Title VI Solicitation Notice.** The Lexington Fayette Urban County Airport Board, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will 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 in consideration for an award.
- (c) **Civil Rights – Title VI Assurances.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successor interest, agrees as follows:
- (i) **Compliance with Regulations.** CONTRACTOR (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- (ii) **Nondiscrimination.** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- (iii) **Solicitations for Subcontractors, including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's

obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- (iv) Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 - (v) Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (1) withholding payments to the Contractor under the contract until the Contractor complies; and/or (2) cancelling, terminating, or suspending a contract, in whole or in part.
 - (vi) Incorporation of Provisions. The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (d) **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" in this Section) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
- (i) Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - (ii) (49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- (iii) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (iv) Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- (v) The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- (vi) Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- (vii) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (viii) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 12189)as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- (ix) The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123)(prohibits discrimination on the basis of race, color, national origin, and sex);
- (x) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (xi) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- (xii) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).
- (e) **Domestic Preference.** The Contractor certifies that, to the greatest extent practicable, it has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.
- (f) **Federal Fair Labor Standards Act.** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, *et seq.*, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- (g) **Occupational Safety and Health Act.** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
- (h) **Prohibition on Certain Telecommunications and Video Surveillance Equipment.** Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

- All responses will be evaluated by Lexington-Fayette Urban County Airport Board
- The winning Bidder will be selected based upon a review of supplier’s pricing, service history, reliability, financial condition, sample contract terms and compliance with the above factors.
- LFUCAB may seek further information and/or clarification prior to making a final decision.
- LFUCAB reserves the right to reject any and all Bids received.
- LFUCAB intends to award the contract as soon as possible after all Bids are received.

All Bids (including, but not limited to, pricing and term) submitted to LFUCAB for consideration shall be considered valid offers until such time as the Bid is awarded unless a specific time frame is stated by Bidder.