



CITY OF THE DALLES, OREGON
CONTRACT DOCUMENTS FOR

CONTRACT NO. 2018-004

**REQUEST FOR PROPOSALS
COLUMBIA GORGE REGIONAL AIRPORT FIXED-BASE OPERATOR**

Attention: Matthew Klebes, Assistant to the City Manager
City of The Dalles, Oregon
313 Court St.
The Dalles, OR 97058
Telephone: (541)-296-5481 ext. 1150

Proposals will be received at the office of the City Clerk
313 Court St., The Dalles, OR 97058
Until October 5, 2017 2:00 PM

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ADVERTISEMENT FOR PROPOSALS
CONTRACT NO. 2018-004

Separate sealed proposals for **COLUMBIA GORGE REGIONAL AIRPORT FIXED-BASE OPERATOR**, will be received by the City of The Dalles and Klickitat County, at the office of the City Clerk, City Hall, 313 Court St., The Dalles, OR 97058, until 2:00 p.m. Pacific Prevailing Time, October 5, 2017. The City of The Dalles and Klickitat County are requesting proposals for a Fixed-Base Operator for the Columbia Gorge Regional Airport.

The Request for Proposals may be examined at the office of the City Clerk, City Hall, 313 Court Street, The Dalles, Oregon, 97058, and (541) 296-5481, ext. 1119. A copy of the Request for Qualifications will also be available for inspection at the **Daily Journal of Commerce Plan Center**, P.O. Box 10127, Portland, OR 97296; the **Oregon Airport Management Association**, 4389 Oakman St., Salem, OR 97302; the **Washington Airport Manager Association**, 9900 Airport Way, Snohomish, WA 98244; the **Northwest Chapter American Association of Airport Executives**, PO Box 1054, Klamath Falls, OR 97601. Electronic copies of the Request for Proposals may be obtained free of charge from the City Clerk's office.

The City of The Dalles and Klickitat County may reject any proposal not in compliance with all prescribed public proposal procedures and requirements, and may reject for good cause any or all proposals upon a finding of the City and County it is in the public interest to do so. The City and County also reserve the right to waive any informality in connection with said proposals or to postpone the award of the contract for sixty days.

No proposal may be withdrawn after the time set for the proposal opening, or before the award of the Contract, unless award is delayed for a period exceeding 60 days.

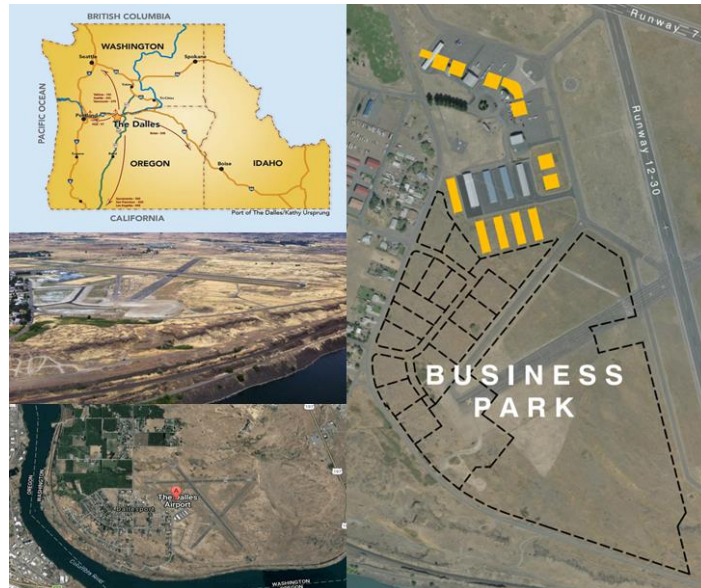
Any change to the solicitation document will be done by written Addenda. A copy of the Addenda will be sent by email or regular mail to each potential proposer who has obtained a solicitation document from the City and County.

City of The Dalles
Izetta Grossman, City Clerk

PUBLISHING DATE: September 6, 2017

REQUEST FOR PROPOSALS COLUMBIA GORGE REGIONAL AIRPORT FIXED-BASE OPERATOR

The Columbia Gorge Regional Airport is located adjacent to the Columbia River and at the Eastern Gateway of the Columbia Gorge Scenic area. The Columbia Gorge Regional Airport is jointly owned by the City of The Dalles located in Oregon State and Klickitat County located in Washington State. The Columbia Gorge Regional Airport Board and the Airport Manager oversee the FBO and day to day business of the airport. The airport is primarily comprised of 2 runways, various hangars, and vacant lots suitable for development as a business park.



Recent Developments

- Construction of new drainage facilities along runways and taxiways
- Installed ASOS
- Completion of new hangars
- Installation of new runway lighting and lighted signs along each runway
- In 2005 both runways were slurry coated and the runways and taxiways striped
- A new LDA approach system was activated in November 2006
- Runway 13-31 was rebuilt in 2012
- New maintenance hangar was completed in 2012
- Construction of ambulance facility located at Airport entrance
- Development of Business Park with stubbed in water systems
- Reconstruction of Taxiway Alpha completed in 2017
- Construction of a Flex Space Hangar for Life Flight



PART I.
CONDITIONS OF THE CONTRACT

FIXED-BASE OPERATOR
COLUMBIA GORGE REGIONAL AIRPORT
CONTRACT NO. 2018-004

PART I. CONDITIONS OF CONTRACT

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Section 1.0 Solicitation Information and Requirements

1.1 Summary Overview

The City of The Dalles (“City”) and Klickitat County (“County”) announces a Request for Proposals (RFP) for a Fixed-Base Operator for the Columbia Gorge Regional Airport (Airport) located in Klickitat County, WA. The airport is overseen by an Advisory Board, and the Fixed Based Operator ultimately answers to Klickitat County and the City of The Dalles.

The City is requesting RFP responses to determine the best applicant(s) to provide the services described in Section 2.0 Scope of Work. If a respondent is selected, additional information may be requested from the successful respondent.

All entities or individuals who may submit or who do submit a response to the RFP are referred to as, “Respondents”; after evaluation of all submissions from Respondents and negotiations have been completed, each Respondent entering into contract with the City and County shall be designated as, “Contractor” in the applicable Contract.

Prospective Respondents can contact Matthew Klebes, Assistant to the City Manager at the City of The Dalles at 541-296-5481 ext. 1150 or by email at mklebes@ci.the-dalles.or.us to schedule a time for a tour during designated hours. The site visits will provide an opportunity for all prospective Respondents to view the existing facilities and equipment.

1.2 Questions and Clarifications

1.2.1 Respondent questions

All inquiries, whether relating to the RFP process, administration, deadline, awarding, or to the intent or technical aspects of the services may be submitted in writing or phone to Matthew Klebes, Assistant to City Manager.

Contact Information

Assistant to the City Manager
313 Court St
The Dalles, OR 97058
541-296-5481 Ext. 1150
mklebes@ci.the-dalles.or.us

Answers to questions the City and County receive and that the City and County, in their sole discretion, determine to be substantive will be issued as official Addenda to this RFP. When appropriate as determined by the City and County in their sole discretion, revisions, substitutions, or clarifications of the RFP or attached terms and conditions will be issued as official Addenda to this RFP. Changes or modifications to this RFP shall be binding on the City and County only if in the form of written Addenda issued by the City and County.

1.2.2 Addenda

In the event the City and County determine to send out an addendum to the RFP, prospective respondents listed as plan holders by the City and County will receive them from the City and County either electronically (email) or by mail.

1.2.3 City and County Questions

The City and County may require any clarification they need to understand the Respondent's Proposal. Any necessary clarifications or modifications which are in the best interest of the City and County may be made before the City and County determine which Respondent has submitted the most responsive and responsible proposal, and some or all of the clarifications or modifications may become part of the final contract.

1.3 Protests

1.3.1 Solicitation Protest Requirements

Respondents may submit a written protest of anything contained in the RFP and may request a change to any provision, specification or Contract term contained in the RFP. Potential Respondents may submit protests concerning the RFP and requests for change to any particular provisions, specifications, or Contract terms contained in the RFP, to the City **in writing no later than seven (7) calendar days prior to the Proposal submission deadline**. The City and County will not consider any protest to the RFP or request for change submitted after this deadline. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications or Contract terms. The City and County will resolve all timely submitted protests in accordance with Section 02-0730 of the City's Contract Review Board Rules. The City and County will address all timely submitted requests for change within a reasonable time following the City's receipt of the request and once addressed, will promptly issue a written decision on the request to the Respondent who submitted the request.

1.3.2 AWARD PROTEST REQUIREMENTS

Every Respondent who submits a Proposal shall be notified of its selection status. Any Respondent who claims to have been adversely affected or aggrieved by the selection of (the highest ranked/the higher ranked) Respondent (s) must submit a written protest of the selection to the City within **seven (7) calendar days after the date of the selection notice**. The City and County will not consider any protest submitted after this submission deadline. The protesting Respondent must claim that protesting Respondent is within the group of higher ranked Respondents with whom the City and County will negotiate a Contract because the Responses of all higher ranked Respondents failed to meet the requirements of the RFP or because the higher ranked Respondents otherwise are not qualified to perform the obligations described in the RFP. The City and County will resolve all timely submitted protests in accordance with Section 02-0740 of the City's Contract Review Board Rules. Respondents who have been notified that they are not selected may make an appointment to view the RFP files at the City Clerk's Office 313 Court Street, The Dalles, OR.

1.3.3 COSTS AND DAMAGES

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's

expense. The City and County shall not be liable for the Respondent's damages or costs for filing the protest, on any basis, express or implied.

1.3.4 PUBLIC RECORDS

This RFP, and one copy of every Proposal received in response to it, together with copies of all documents pertaining to the award of the Contract(s), shall be kept by the City and made a part of City's records. Proposals shall be opened to public inspection in accordance with ORS 279C.410. If a Proposal contains any information that may be considered exempt from disclosure under the various grounds specified in Oregon Public Records Law, ORS 192.410 through 192.505, the Respondent must clearly designate the portions of its Proposal Respondent claims are exempt from disclosure, along with a justification and citation to the authority relied upon for the claimed exemption. Application of the Oregon Public Records Law shall determine whether any information is actually exempt from disclosure. **Identifying the Proposal in whole as exempt from disclosure is not acceptable.** If Respondent fails to identify the portions of the Proposal the Respondent claims are exempt from disclosure and the authority used to substantiate that claim, Respondent is deemed to waive any future claim for disclosure of that information.

1.4 PROPOSAL SUBMISSION REQUIREMENTS

Each Proposal must comply with the following **Pass/Fail** requirements. The City and County will reject Proposal that do not meet ALL requirements of Section 1.5.

1.4.1 PROPOSAL SUBMISSION DEADLINE

The City and County will not accept Proposals submitted by facsimile or electronic mail, nor will the City and County accept Proposals submitted after the Proposal submission deadline indicated in this RFP. The City and County are not responsible for and will not accept mis-delivered Proposals.

Proposals must be received on or before October 5, 2017 by 2:00 PM Pacific Time.

1.4.2 QUANTITY OF PROPOSALS

Respondent must submit one original and four (4) copies of the Proposal to the City and County at the address below.

1.4.3 DELIVERY ADDRESS LABEL MUST INCLUDE:

PROPOSAL

Fixed-Base Operator – Contract No. 2018-004

Izetta Grossman, City Clerk

Submission Deadline: October 5, 2017 by 2:00 PM Pacific Time

PROPOSALS WILL BE RECEIVED ONLY AT:

City of The Dalles

City Clerk's Office

313 Court Street

The Dalles, OR 97058

1.4.4 FORMAT FOR PROPOSAL SUBMISSIONS

All proposals must be on 8.5 by 11 inch paper, double-spaced type preferred; this limitation does not apply to graphic design materials. Proposals must be signed and dated by the President or Executive Director if submitted by a corporation; the managing partner if submitted by a partnership; or the proprietor if submitted by a sole proprietorship. Proposals will be reviewed and evaluated by an evaluation committee based upon the evaluation criteria set forth below. The evaluation committee will make a recommendation for award of the proposal to the Regional Airport Advisory Board, who will then make a recommendation for award of the proposal to the City Council and the Klickitat County Board of Commissioners.

The City and County will not be liable for any costs incurred by the applicant associated with the preparation of a proposal submitted in response to this RFP.

1.4.5 TERMS AND CONDITIONS

Unless an official addendum has modified or reserved the right to negotiate any contract terms and conditions, the City and County will not negotiate any term or condition after the solicitation protest deadline. Any Proposal that is received conditioned on acceptance by the City and County of any other terms and conditions or rights to negotiate will be rejected. Any subsequent negotiated changes may be subject to prior approval by the City Attorney and County Prosecuting Attorney.

Government bodies subject to ORS Chapter 190 do not bid or compete on the same basis as private-sector Respondents; however, the City and County will initially review Proposals from government bodies according to the same evaluation criteria described in this RFP. Government bodies submitting a Proposal must comply with all applicable Proposal requirements described in this RFP. In addition to any other Respondent selection, the City and County reserve the right to enter into an ORS Chapter 190 agreement with any government body for performance of services by a Fixed Based Operator. Alternatively, the City and County reserve the right to cancel this RFP if it would be in the public interest as determined by City and County, and enter into an ORS Chapter 190 agreement with a government body.

1.5 GENERAL CONDITIONS

- All facts and opinions stated within this RFP and all supporting documents and data are based on information available from a variety of sources. No representation or warranty is made with respect thereto
- The City and County reserve the right in its sole discretion to accept or reject all responses to this RFP without cause.
- The City and County reserve the right in their sole discretion to modify the selection process or other aspects of this RFP, including extending the deadline or canceling the RFP without selecting a Respondent. The City and County will take reasonable steps to ensure that any modification or clarification to the RFP shall be distributed in writing to all persons who have requested a copy of the RFP from the City and County.
- The City and County reserve the right to request additional information following

their review of the initial submissions. In addition, the City and County may retain consultants to assist in their evaluation of the submissions.

- In the interest of a fair and equitable selection process, the City and County reserve the right to determine the timing, arrangement, and method of any presentation throughout the selection process. Respondents are cautioned not to undertake any activities or actions to promote or advertise their proposals except during City or County authorized presentations. Violation of these rules by a Respondent is grounds for disqualification of the Respondent.
- All submissions shall become the sole and exclusive property of the City and County. Respondents shall not copyright, or cause to be copyrighted, any portion of their submission. Within the bounds of the Oregon public records law, the City and County will maintain the confidentiality of submissions at least until the preliminary selection of a Respondent. Any proprietary financial information or other information which Respondents submit will be maintained as confidential as allowed by Oregon public records law. Submissions or information that any Respondent would like to remain confidential must be marked confidential.
- The City and County make no representations as to whether or not a project to be developed as a result of this RFP, or any possible City or County participation therein, is a “public improvement project” or a “public work project” as those terms are defined in the Oregon Public Contracting Code and therefore no representations as to whether a project will be subject to public contracting procedures and/or federal or state prevailing wage rate laws.
- News releases by the selected respondent pertaining to its selection will require prior written approval from the City and County.
- The City and County reserve the right to verify and investigate the qualifications and financial capacity of any and all members of and Respondent.
- The City and County do not accept responsibility or obligation to pay any costs incurred by any party in the preparation of submission of a proposal or in complying with any subsequent request by the City or County for information or for participation throughout the evaluation process.

PASS/FAIL - RESPONDENT SUBMISSION CHECKLIST FOR USE BY RESPONDERS

- Submission deadline date and time met
- Correct number of Proposals included (original and four (4) copies)
- Proposal addressed correctly
- Proposal format met
- Proposal does not include conditional language about terms and conditions

Section 2.0 SCOPE OF WORK

2.1 Requirements and Expectations

- Overall maintenance and operation of the underground fuel farm, terminal building, and maintenance hangar
- Enter into a lease agreement negotiated with the City and County.
- Maintain a full time certified, inspection authorized mechanic providing services in the maintenance hangar.
- Sale of full service Jet A and 100LL fuel seven (7) days a week
- Jet fuel truck
- Catering services
- Courtesy car
- Rental car services
- Pilot supplies, snacks, and coffee
- Flight instruction and training
- Aircraft rental for flight school
- Airport advisories over the Unicom radio
- Start cart
- Generator (minimum 5.5 Kilowatt)
- Implement the objectives of the Airport Master Plan

The successful Respondent will be required within ten (10) days after receiving from the City and County properly prepared Lease documents, to execute the lease agreement in duplicate. Before commencing to provide services under the Lease Agreement, the Respondent shall furnish the City Attorney with original certificates of insurance signed by an authorized representative. The certificate of insurance shall cover all areas set forth in the lease agreement, and shall be issued by a company acceptable to the City and County. The insurance coverage shall be maintained in effect for the term of the proposed lease agreement. The certificate of insurance shall provide the City, County, and Regional Airport Board shall be named as additional insured, and provide for a thirty (30) day notice of cancellation of insurance policy.

Insurance shall be in the minimum amounts of:

- Airport Premise Liability *-----\$2,000,000 combined single limits
- Hangar keeper’s Liability*-----\$100,000 per aircraft per occurrence
- Fire legal or Tenant Legal Coverage----- \$50,000

- On Airport Premises Automobile Liability----- \$2,000,000 combined single limits
- Products/Complete Operations----- \$2,000,000 combined single limits
- Contractual Liability†----- \$2,000,000 combined single limits
Covering the lease agreement
- Worker’s Compensation‡-----Statutory Coverage

*coverage must include the entire Airport premises and not be limited to leased premise

†Coverage must be listed by endorsement on policy and included on certificate of insurance

‡Coverage needs to provide a waiver of subrogation in favor of the City, County, and Regional Airport Board

The proposed Lease Agreement contemplates a five year term.

2.2 Description of Services to be provided

The Respondent will enter into a lease agreement with the City and County of the underground fuel farm, terminal building, and maintenance hangar at the Columbia Gorge Regional Airport. The Lease Agreement will set forth the minimum standard of service to be provided, and specify the facilities that will be leased. The services to be provided shall include all elements described in the Scope of Work in Section 2.1. The Respondent shall have the option to include the use of subcontractors in the business plan submitted to the City and County. The successful respondent shall retain primary legal and operational responsibility for the compliance with the terms and conditions in the Lease Agreement entered into between the Respondent, and the City and County.

Where a public contract is awarded to a foreign contractor, and the contract price exceeds \$10,000, the contractor shall comply with the Department of Revenue report requirements in order that the final payment may be issued. A foreign contractor is one who is not domiciled in or registered to do business in the State of Oregon.

Section 3.0 Respondent Evaluation and Selection

3.1 Evaluation Process

The City and County will evaluate all Respondents in accordance with the evaluation procedures set forth below. Proposals received on time will be reviewed against the pass/fail Proposal Submission Requirements identified in Section 1.5. Proposals meeting those criteria will be forwarded to the Regional Airport Board subcommittee that will independently review, score, and rank Proposals according to the Scoring Criteria set forth in section 3.2. The subcommittee will make a recommendation for award to the Regional Airport Board, which will make a recommendation to the City Council and Klickitat County Board of Commissioners, who shall make the final decision as to which Respondent will be selected for award and execution of an agreement.

The outcome of the evaluation process may, at the discretion of the City and County, result in:

- (a) Notice to Respondent(s) of selection or rejection for tentative contract negotiation and possible award;
- (b) Further steps to gather additional information for evaluation, (e.g. checking references, notice of placement on an interview list, requesting clarification of a proposal); or
- (c) Cancellation of the RFP and either re-issuance of the RFP in the same or a revised form or no further action by the City and County with respect to the RFP.

The City and County reserve the right to reject any or all Proposals and reserve the right to cancel this RFP at any time if such a determination would be in the public interest as determined by the City and County. The City and County are not liable for any costs a Respondent incurs while preparing or presenting the Response or during further evaluation stages. All Proposals will become part of the public file without obligation to the City and County.

REFERENCES

The City and County may use references to obtain additional information, break tie scores, verify information, or take other action deemed necessary as part of the evaluation process. Respondents should provide a minimum of three references.

NEGOTIATIONS

After the City and County have completed the evaluation process and ranked the proposals, the City and County will announce the selection of the best proposal and will initiate negotiations with the highest-ranked Respondent. The negotiations will be directed towards obtaining a signed Lease and agreed upon Scope of Work

The City and County shall, either orally or in writing, formally terminate negotiations with the highest-ranked Respondent if the City and County and the highest-ranked Respondent are unable for any reason to reach agreement on a Lease within a reasonable amount of time. The City may thereafter negotiate with the second highest-ranked Respondent, and if necessary, with the third highest-ranked Respondent, until negotiations result in a final Lease and agreed upon Scope of Work. If negotiations with any of the top three Respondents are not successful within a reasonable amount of time, the City and County may end the solicitation process, reject all responses, and proceed with a new request for proposals.

3.2 Scoring Criteria

Scoring will be based on the categories described below. The Respondent must describe how Respondent meets the requirements that are specified in this RFP as related to the subsections below. Be clear and concise.

3.2.1 Evidence of Responsibility

Evidence of responsibility including service quality/evidence of ability to deliver services promptly (including but not limited to response time); ability to provide priority service to the Airport; previous experience between the City and County and the Respondent; and evidence of financial responsibility. A responsible Respondent means not only a person or entity who is financially responsible, but who can be expected to deliver prompt and in all respects perform reliably under any lease agreement entered into with the City and County.

3.2.2 Business Plan

Submission of a business plan establishing at a minimum that the Respondent can provide the services stated in the Scope of Work included with this document and that the Respondent agrees to comply with the terms and conditions which will be set forth in a Lease Agreement with the City and County.

3.2.3 Amount of Revenue to be provided to City and County under the terms of the Respondent's business plan.

3.2.4 Use of mechanic currently providing service at the Airport or if not, what alternative method is proposed to provide such services.

3.2.6 The Respondent's experience, technical competence, and resources to provide the services set forth in the Respondent's Proposal.

Each of the criteria listed in Sections 3.2.1 and 3.2.2 will be given equal weight during the evaluation process.

Section 4.0 Contract Award Requirements

4.1 Award of Contract

The award will be made by the City and County to the Respondent submitting the acceptable proposal which is in the best interests of the City and County. In determining the acceptable response, the City and County will take into account those factors indicated in Sections 1.5 and 3.2. The City and County reserve the right to waive informalities or irregularities in the proposals. Determination of the acceptable response and award may be subject to review and determination by the City and County as to the legal sufficiency of any response submitted.