



**Purchasing Department
109 Benson Street
Walterboro, SC 29488
843.782.0504**

**BID: LRA-12 AVIATION FUEL SUPPLIER
WALTERBORO-COLLETON COUNTY AIRPORT COMMISSION
LOWCOUNTRY REGIONAL AIRPORT**

**Sealed Bids Due: Wednesday, September 30, 2026, at 11:00 am
at 537 Aviation Way, Walterboro, SC 29488**

All inquiries regarding this solicitation shall be submitted via email to Bert Duffie at airportcolletoncounty.org, no later than **11:00 am EDT on Wednesday, September 16, 2026.**

NOTICE TO RESPONDENTS

Notice is hereby given that the Walterboro-Colleton County Airport Commission will accept sealed proposals until **September 30, 2026, at 11:00 A.M. (EDT)** for an Aviation Fuel Supplier for Lowcountry Regional Airport (RBW) located in Walterboro, South Carolina.

Interested Respondents desiring consideration shall provide **1 original, 5 copies, and one (1) thumb drive** of their Request for Proposals (RFP) response with the Respondent's proposal. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. Font shall be 12-point, and Respondents are limited to thirty (30) pages, excluding the required forms. **All originals must have original signatures in blue ink.**

Walterboro-Colleton County Airport Commission, hereinafter known as "Owner," desires to solicit offers from qualified producers and suppliers of aviation fuels and lubricants to supply bulk and branded Jet-A and 100LL Avgas aviation fuels for storage and resale and to provide business support services to operations at RBW.

Proposal documents are available for download at the following site: **www.colletoncounty.org**. Submittals must be delivered to the Walterboro-Colleton County Airport Commission at the address listed below no later than **11:00 A.M. (EDT), September 30, 2026**, in order to be considered. All proposals received in the office after the stated date and time will be returned unopened and will not be considered. **All submittals must be in sealed envelopes reflecting on the outside thereof "SEALED BID: Aviation Fuel Supplier to Lowcountry Regional Airport."** Failure to clearly mark the outside of the envelope as set forth herein may result in the submittal not being considered.

The Owner reserves the right to award the successful firm that submits a responsive proposal, resulting in a negotiated agreement that is most advantageous and in the best interests of the Owner, and to waive any irregularity or technicality in proposals received. Owner shall be the sole judge of determining the resulting negotiated agreement that is in its best interest, and its decision will be final. All references to "shall," "must," and "will" shall be interpreted as mandatory language.

NOTICE: Contact with airport employees or airport commissioners without the permission of the Airport Commission Chairman may render your proposal void and not considered. Comments by, or discussions with, airport employees and individual airport commissioners regarding this solicitation shall not be binding on the commission. Oral explanations and/or instructions given before the award shall not be binding on the commission.

Respondents using mail or delivery service assume all risk of late delivery or non-delivery.

All submittals shall be addressed as follows:

**Bid: LRA-12 Aviation Fuel Supplier
Lowcountry Regional Airport
537 Aviation Way
Walterboro, SC 29488**

This solicitation does not commit the Owner to award a contract, to pay any costs incurred

in preparing a submitted proposal, or to procure or contract for the services. The Owner reserves the right to accept or reject offers received as a result of this request and cancel, in part, or in its entirety, this RFP if it is deemed to be in the best interest of the Owner to do so in its sole judgment.

1. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit offers from qualified producers and suppliers of aviation fuels and lubricants to supply bulk and branded Jet-A and 100LL Avgas aviation fuels for storage and resale and to provide other business support services to operations at the Lowcountry Regional Airport. Upon selection of a successful Proposer, the Owner intends to enter into a negotiated fuel supply agreement (Fuel Supply Agreement). Request for Proposals is the procurement method selected for this pending solicitation and will be referred to as the "RFP."

2. BACKGROUND

RBW is owned by the City of Walterboro and the County of Colleton and managed by the Walterboro-Colleton County Airport Commission. The Airport Commission establishes airport policies and procedures. Under the Airport Commission's direction, the Airport Manager, Operations Manager, and operations staff conduct the airport's day-to-day business operations.

The FAA classifies the airport as a NPIAS non-primary, public-use airport for general aviation purposes. Privately owned and operated businesses provide aviation services based at the airport. The airport is home to approximately 45 based aircraft. The airport owns 16 T-hangar units and four box hangars (occupied by aviation businesses) on the airfield. Runway 05-23 is 6,002 feet long and 100 feet wide with medium-intensity runway lights and ILS. Runway 17-35 is 5,705 feet long and 100 feet wide with RNAV approaches.

A newly constructed fuel farm storage facility (which is still under construction) at Lowcountry Regional Airport (RBW) will consist of one Jet-A fuel pump, one Avgas fuel pump, a QT Pod 4000 self-service system, and four above-ground storage tanks with a total capacity of 32,500 gallons, as well as 3 fuel trucks:

- One twenty thousand (20,000) gallons above-ground, horizontal Jet-A fuel storage tank
- One twelve thousand (12,000) gallons above-ground, horizontal aviation gas (100LL) tank
- One Two-hundred fifty (250) gallons, above-ground, horizontal off-road diesel tank
- One Two-hundred fifty (250) gallons, unleaded gas (MOGAS) above-ground, horizontal tank
- One 3000-gallon 2003 International Jet-A fuel truck (owned by Owner)
- One 5000-gallon 2005 International Jet-A fuel truck (owned by Owner)
- One 1000-gallon 2011 International Avgas fuel truck (on lease with current fuel supplier)

Table 1
Fuel Sales (in gallons)

Year (Fiscal)	Avgas	Jet-A	Total
2026	28,200	190,000	218,200
2025	35,136	200,447	235,583
2024	36,935	236,506	273,441
2023	31,712	226,982	258,694

Quantities specified in the solicitation are estimates only and are provided for proposal evaluation. They do not indicate actual ordered quantities. Volume will depend upon market need and requirements that develop throughout the contract period.

3. THE NEED FOR AN AVIATION FUEL SUPPLIER

To maintain continuity in pricing and level of service and ensure an uninterrupted fuel supply, the Owner desires to contract with a single-source aviation fuel supplier. The Owner currently purchases fuel on an annual arrangement with its current aviation fuel supplier. The Owner shall select the fuel supplier based upon competitive proposals submitted pursuant to this Request for Proposals (RFP). After evaluating all proposals, the Owner intends to negotiate and enter into an agreement under which the selected Proposer will serve as the airport's fuel supplier for the term of an agreed-upon Fuel Supply Agreement. The initial contract term will be for 3 years and be subject to renewal for 2 additional one-year terms at the Owner's sole discretion.

4. MINIMUM QUALIFICATIONS

In its Proposal, the Proposer shall affirmatively demonstrate or attest to its ability to meet or exceed the following minimum qualifications/specifications:

a. Product Specifications

- i. Jet Fuel: Aviation kerosene-type Jet-A fuel received shall conform to ASTM D-1655 specifications, latest revision.
- ii. Avgas: Fuel received 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.
- iii. Fuel storage, handling, refuelers, and related training shall conform to AC 150/ 5230-4B.
- iv. Proposer will provide a certificate of analysis on all aviation fuel shipments. Proposer will also provide traceability on all shipments back to the refinery.
- v. All of Proposer's fuel storage, fuel handling, refueling vehicles, equipment, and the related training of all personnel engaged in the handling and distribution of aviation fuel shall be in strict conformance to the current version of FAA AC 150/5230-4B, *Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports* throughout the entirety of the contract period. Proposer's failure to comply with the provisions of AC 150/5230-4B may be grounds for termination of the contract.

b. Pricing and Payment Terms

- i. The successful Proposer shall provide fuel to the airport pursuant to the terms of an agreed-upon fuel supply agreement. Proposer specifically and expressly acknowledges that the fuel supply agreement will provide for and offer the constant term, pricing, and payment terms to the airport as set forth in its completed "Fuel Pricing Calculation" form. The airport desires the best possible pricing, and to facilitate comparison of proposals, all proposals must be based on PLATTS Gulf Coast Mean for Jet-A and Gulf Coast 93 PUL for 100LL (avgas).

IMPORTANT: FAILURE TO SUBMIT A FULLY COMPLETED "FUEL PRICING CALCULATION" FORM MAY RENDER YOUR PROPOSAL NON-RESPONSIVE AND REJECTED.

- ii. Jet-A Fuel pricing offered shall be based on the weekly index for the prior week's PLATTS Index during the term of the respective fuel supply agreement. Proposer shall define in its offer which regional PLATTS Index (E.g., Gulf Coast Mean) shall be used and include a detailed price build completed on the attached "Fuel Pricing Calculation" form. PLATTS Index Price, carried out to five (5) decimal places, for the week of August 11, 2026, through August 17, 2026, has been selected as the weekly price basis for all proposers to use in their proposal.
- iii. Avgas shall be based on the supplier's rack price carried out to five (5) decimals. The week of August 11, 2026, through August 17, 2026, has been selected as the weekly price basis for all proposers to use in completing the attached "Fuel Pricing Calculation" form and submitting with their proposal.
- iv. Payment terms shall be no less than Net 20, with Net 30 being preferred.
- v. Owner desires to receive the best possible wholesale price for both Jet-A and 100LL Avgas. To facilitate comparison of proposals, Owner requests "index adjusted pricing." The airport desires the best possible pricing, and to facilitate comparison of proposals, all proposals must be based on PLATTS Gulf Coast Mean for Jet-A and Gulf Coast 93 PUL for 100LL (avgas).
- vi. Prices will be quoted on a per-gallon basis inclusive of transportation cost (including Port of Entry costs and road tolls, regardless of Port of Entry), but exclusive of taxes and other fees. In addition to the fuel price, Proposer must provide an itemized list of all applicable taxes and fees.
- vii. Proposer shall provide an explanation of the method for determining fuel price, timing of price changes, and method of conveying changes to the airport. Conveyance of price changes to the airport shall include verification of the price basis used, and the airport must be able to verify the price on each invoice throughout the term of the contract.
- viii. Transportation and operational cost increases/decreases from the primary supply points shall only be passed through with satisfactory documentation and express written approval of the Owner, which it may refuse in its sole discretion, during the term of the contract.

c. Delivery & Supply

- i. Proposer shall be a refiner, producer, or marketer of both Jet-A and Avgas meeting standards established from time to time by the Federal Aviation Administration (FAA) and by manufacturers of the aircraft routinely operated in the United States.
- ii. Proposer shall be able to provide fuel supply to the Airport with aviation fuels for up to five (5) years.
- iii. Proposer shall provide ordering capability 24 hours a day, 7 days a week.
- iv. Proposer shall provide delivery capability 24 hours a day, 7 days a week.
- v. Proposer shall be able to provide delivery within 48 hours or less of a placed order.
- vi. Proposer will indicate the primary location of supply and describe its contingency plan in case of interrupted fuel delivery from the primary delivery point. A minimum of one secondary supply location/plan shall be identified. Freight charges shall be based on the successful Proposer's delivery source closest to the airport regardless of actual source of delivery.
- vii. All deliveries will be expected only between the hours of 8:00 a.m. and 4:00 p.m., ET, seven days a week, holidays excepted, unless otherwise agreed upon by the Proposer and the Airport Manager or designee.

viii. The Owner reserves the right to purchase fuel on the open market should the successful Proposer fail to deliver fuel within forty-eight (48) hours of the time of order. The Successful Proposer shall reimburse the Owner for any difference in cost between fuels purchased on the open market compared to the Proposal price. Further, the Successful Proposer shall reimburse all costs associated with fuel delivery under these circumstances.

ix. Title and risk of loss of fuel shall pass to the Owner only upon confirmed acceptance in writing of the fuel by Owner upon tanker arrival at the delivery point at the airport. Successful Proposer shall deliver fuel as specified within this Proposal and shall be granted ingress to and egress from the airport or other property to the location of storage tanks for effecting deliveries.

x. Successful Proposer will perform and document the following tests with airport staff before shipments are unloaded into the fuel farm:

- Visual
- Color
- Gauging
- Bottom sediment and water
- Temperature
- API Gravity

xi. The airport may perform any additional tests it deems necessary upon receipt and reserves the right to reject any delivery it deems unsuitable.

xii. Each tanker supplying fuel to the airport fuel farm shall be dedicated to aviation fuel products only and shall not carry any other products. The Proposer/transporter will transport only like types of fuel to prevent fuel contamination and will provide documentation of pre-delivery testing detailing what was previously contained in the delivery vehicle and the method of cleaning.

xiii. Any spills caused by the carrier during offloading of fuel shall be corrected on an immediate basis to the satisfaction of the airport staff. All costs associated with cleanup, including material and labor, shall be the responsibility of the Proposer.

d. Service and Technical Support

i. Proposer shall confirm it has in place an Aviation Fuels Quality Control (QC) program that meets or exceeds regulatory and industry standards and that it will maintain such throughout the term of the agreement.

ii. Proposer shall be a full-service general aviation marketer who provides marketing support, including a nationally recognized brand identity, and confirms such in its proposal.

iii. Proposer shall have an account manager whose total interest and function are aviation-related and confirm such in its proposal.

iv. Proposer shall have the demonstrated ability to provide to the airport, if requested, fuel trucks of a type and in the number required to deliver Jet-A and/or 100LL fuel to aircraft. Jet-A requirements are a minimum 5,000-gallon refueler, 350 GPM, with single-point and over-wing fueling nozzles and an anti-icing additive injection system. Avgas requirements are a minimum 1000-gallon refueler, 10-100 GPM, with over-wing fueling nozzles. Refuelers must NOT be more than 10 years old and must be maintained in good working condition. The proposed lease terms and lease/purchase price for refuelers.

v. Proposer shall provide a dedicated account manager who can answer fueling and quality control questions and provide support in a timely manner. Proposer should identify its account representative and an alternate contact in its proposal, and provide a list of contacts, by name

and position, for quality control, logistics, training, and marketing support. Proposer shall have in place, and confirm such in its proposal, a customer service program that includes:

1. A representative who can answer fueling and Quality Control (QC) questions and provide support in a timely manner.
2. Experience with FAA regulations required to support the airport's requirements for FAA certification.

vi. Proposer shall have a credit card program that utilizes standard POS equipment and be compatible with QTPOD. The POS system shall be capable of electronically processing, at a minimum, the following cards: Supplier's branded credit card, MasterCard, Visa, American Express, Discover, Av Card, Multi-Service Card, and Military/Government cards, and shall confirm this in its proposal. The successful Proposer shall provide all equipment, supplies, and maintenance necessary to process credit cards at no cost to the Owner.

1. Proposer shall describe options for remote processing of credit cards from the refuelers through phone, tablet, remote fuel meters, if available.
2. Proposer shall provide the associated processing fees expressed as a percentage for all credit card types accepted by the supplier in a table showing the fees for both swiped and manually input cards, plus the associated EFT payment time(s) of each.

vii. Proposer shall demonstrate their experience with FAA regulations required to support the requirements of RBW if it seeks FAA certification under 14 CFR Part 139, Certification of Airports.

viii. Proposer shall ensure that RBW maintains current updates for all software, hardware, and firmware required to run its systems efficiently for all FBO needs.

ix. Proposer shall describe its lease program to provide the airport with an appropriate number and size of refueler trucks, at a minimum one (1) Jet-A refueler and one (1) 100LL refueler. The proposal shall include a detailed description of repair and maintenance programs.

1. Proposer must be able to provide a sample lease for fuel trucks along with photos of the refueler trucks expected to be provided at the airport.
2. Relief Refuelers. The proposal shall set forth a plan to make relief refuelers available as required by Owner to meet the needs of RBW and temporarily replace refuelers out of service for mechanical repair.

x. Proposer shall provide a description of all available or provided training materials to airport operations staff, including web or computer-based elements. Training shall be specific to the following areas: ground servicing, safety, refueling piston aircraft, refueling turboprop aircraft, refueling jet aircraft, towing aircraft, quality control, fuel farm management, customer service, fire safety, and maintenance. Proposers should provide training and documents for self-fuel inspections; provide documents and equipment for performing fuel tests and maintaining records; and provide current Quality Control Manuals.

xi. Implementation and Start-up Plan: Proposers shall provide a detailed start-up plan that assures a smooth transition from the current fuel provider if the current fuel supplier is not the successful proposer, with no interruption of services at RBW. This plan shall include, but not be limited to, training, certification, fuel delivery, fuel truck delivery, and installation of any branded signage, and the timeframe (calendar days) required to be operational afterward.

e. Branding / Marketing

- i. Proposer shall provide a complete outdoor signage plan proposal for the airport. This includes

airside, landside, and interior signage for the FBO terminal installed and maintained at Proposer's sole expense. All signage shall first be approved by the airport prior to installation, which shall occur at the beginning of the contract period at no additional cost to the airport.

ii. Proposer shall affirm its ability to provide all regulatory type labeling and placards (i.e., product identification, No Smoking, Flammable, Hazardous ID labels, instructions) as requested by the Owner at no additional cost to the Owner.

iii. Proposer shall outline any promotional materials available for airport events or marketing events the airport participates in, such as banners, backdrops, registration fees, and promotional giveaway items.

iv. Proposer shall outline options to participate in advertising programs for promotion of the airport fuel sales and services, including subscriptions and advertising with industry websites, magazines, and publications.

f. Proposer's Business Experience

Proposals shall be considered only from Proposers who are regularly established in the business of supplying aviation fuel and related services to airports of equal or greater size and activity than RBW, and who, in the judgment of the Owner, are financially responsible and able to demonstrate sufficient evidence of their reliability, ability, experience, facility, and personnel directly employed or supervised by the Proposer. Proposer must be able to render prompt and satisfactory service in the volume called for under the award. The Owner may make such investigation as it deems necessary to determine the Proposer's ability to perform the work. The Proposer shall furnish the Owner with all information and data the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Owner that such Proposer is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional proposals will not be accepted.

g. Additional Considerations

In addition to the minimum qualifications, additional consideration will be given to the following items:

i. Unrestricted Marketing/Business Development Grant monies made available to the airport during the term of the agreement.

ii. Co-op Marketing Programs.

iii. Options for employee uniforms and personal protective equipment such as gloves, eye protection and hearing protection.

iv. Options for test equipment and quality control equipment such as hydrometers, test buckets, Millipore testing supplies, water detection supplies, fuel filters, separators and coalescers.

v. Options for supplies necessary to deliver fuel such as ladders, platforms, upgrades to equipment such as hoses, fuel pumps, nozzles, etc.

vi. Options for aviation oils for piston and turbine aircraft and other fluids such as TKS.

vii. Proposer may propose "Value Added" items at no cost to the Owner, describing how they will benefit the Owner and/or the overall airport community.

ix. Proposer may propose "Add On" items with specific associated costs to the Owner, describing how they would benefit the Owner and/or the overall airport community. Any "Add On" items in the proposal are solely at the Owner's option.

5. SUBMITTAL REQUIREMENTS; PROCEDURES; GENERAL CONDITIONS:

a. Request for Clarification

Owner will not be bound by or be responsible for any interpretations or conclusions drawn from this RFP. All questions or requests for clarification or additional information must be submitted in writing no later than 11:00 am EDT on Wednesday, September 16, 2026. These written questions or requests must be submitted to Bert Duffie by e-mail at airport@colletoncounty.org. Responses to questions will be posted as addenda to this RFP. All addenda will be posted on the County website www.colletoncounty.org, and it is the responsibility of the Proposer to check for any addenda. All addenda will be posted by 5 p.m. on Wednesday, September 23, 2026.

In addition, Owner assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP or otherwise distributed or made available during this procurement process. Owner will not be bound by or be responsible for any explanation, interpretation, or conclusions of this RFP or any documents provided by Owner, other than those given in writing by Owner, through the issuance of addenda. It is the full responsibility of the Proposer to thoroughly investigate the needs/requirements of the Owner not necessarily assumed in this RFP.

b. Non-discrimination

The selected Proposer shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin, or disability.

c. Insurance Coverage

Proposer shall demonstrate in its proposal the ability to procure and maintain the following insurance coverage. Upon award of the contract, the selected Proposer shall maintain the insurance coverage set forth below, which shall in no way limit or modify the Proposer's indemnity obligation.

The selected Proposer shall maintain continuously during the term of the contract:

- Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, products and completed operations, and other insurance necessary to protect the airport, the City of Walterboro, the County of Colleton, the Walterboro-Colleton County Airport Commission, and the public with limits of liability of not less than \$5 million per occurrence, \$10 million general aggregate bodily injury, and property damage. The insurance shall be primary as to any other insurance maintained by the Owner.
- Workers' Compensation and Employer's Liability Insurance to cover Fuel Supplier, any subcontractors, employees, and agents, with an insurance carrier authorized to transact business in the State of South Carolina covering the full liability for compensation for injury to those employed by Fuel Supplier or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the Owner, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement.
- Contractor's Pollution Liability, Environmental Impairment Liability, or Hazardous Waste Liability Insurance, with limits of liability of not less than \$5 million per occurrence.
- A policy of Comprehensive Airport Liability Insurance for bodily injury (including death) and property damage, including owned and non-owned aircraft coverage of \$50 million per occurrence and \$50 million aggregate.

- Provide, at no cost to the Owner, Excess Aircraft Fueling Liability Insurance covering all Owner's fuel-related activity of at least fifty million (\$50,000,000) dollars. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work, and such coverage shall be maintained by the successful Proposer for the duration of the contract period.
- With regard to all insurance coverage required by this agreement: (1) Any deductible or self-insured retention exceeding \$25,000 for Fuel Supplier or subcontractor shall be disclosed to and be subject to approval by the Owner prior to the effective date of the contract. (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Fuel Supplier or subcontractor shall maintain such insurance coverage with an effective date earlier than or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Fuel Supplier or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement. (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names the airport, the City of Walterboro, the County of Colleton, the Walterboro-Colleton County Airport Commission, their elected officials, officers, employees, agents, and volunteers as additional insureds and provides that coverage shall not be reduced or canceled without 30 days written prior notice certain to the Owner. (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read: "Separation of Insureds. Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies: a) As if each Named Insured were the only Named Insured; and b) Separately to each suit insured against whom a claim is made, or suit is brought." Fuel Supplier shall provide the Owner with an endorsement or amendment to Fuel Supplier's policy of insurance as evidence of insurance protection before the effective date of the contract.

d. Collusive Bidding

The Proposer's signature on the Proposal Form is a guarantee that the prices quoted have been arrived at without collusion with other eligible Proposer(s) and without effort to preclude the Owner from obtaining the lowest possible competitive price. Proposer shall sign and have notarized the Affidavit of Non-Collusion attached to this RFP.

e. General Indemnity

Proposer shall save and hold harmless, protect, defend and indemnify the City of Walterboro, the County of Colleton, the Walterboro-Colleton County Airport Commission, and each's officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Proposer (including its officers, agents and employees) in the performance or intended performance of the resulting fuel supply agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of the agreement. The obligations of the Proposer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Proposer. As an integral part of this RFP and the resulting agreement, the Proposer agrees to purchase and maintain, during the life of the agreement, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the City of Walterboro, the County

of Colleton, the Walterboro-Colleton County Airport Commission named as an additional insured.

f. Conflict of Interest

All Proposers must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an officer or employee of the Owner. All Proposers must also disclose in writing with their proposal the name of any officer or employee of the Owner who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or subsidiaries. By submitting a proposal, the Proposer certifies that there is no relationship between the Proposer and any person or entity which is, or gives the appearance of, a conflict of interest related to this RFP or project.

g. Errors and Omissions

The Proposer shall not take advantage of any errors or omissions in this RFP and shall promptly notify the Owner of any omissions or errors found in this document.

h. References

Proposer shall provide at least three (3) references of "like" customers with the dates, product(s), and services provided in each business reference. Proposer should include in the reference information the name, address, contact person(s), telephone number(s), e-mail address, and any other information that may be deemed important and that will assist the Owner in contacting the references. The Owner may request additional evidence of the Proposer's experience, qualifications, ability, products, service facilities, and financial standing for which the Proposer shall be prepared to provide to the Owner, if required.

i. Evaluation Criteria

The Proposals will be publicly opened. Only the names of the Proposers will be disclosed at the opening. Contents of the proposal shall not be disclosed during the evaluation or negotiation phases. Proposals shall be available for public inspection afterward, subject to non-disclosure and privacy laws. Price will be a consideration in the Owner's evaluation criteria, but it will NOT be the only determining factor. The proposals will be evaluated on a "best overall value" basis including, but not limited to, pricing, equipment, "value added" items, experience, references, quality, performance and the Proposer's ability to adhere to all conditions and requirements of the specifications outlined in this RFP. The Proposer's ability to provide a team of skilled, trained employees, required services, warranty provisions, and the Contractor's experience with similar agreements will also be considered in the evaluation of the proposals submitted.

Evaluation criteria (1-10 scale)

- a. 35% Pricing, Equipment Included, and "Value Added" Items Included
- b. 20% Service and Reliability
- c. 35% Experience and References
- d. 10% Software, Tech Support and Compatibility

A Selection Committee will meet to evaluate each proposal in accordance with the requirements of this RFP, unless determined to be non-responsive or non-responsible; evaluate the content of the Respondent's proposal against the selection criteria; rank their responsiveness to the selection criteria; and identify the top-ranked Respondent(s). In evaluating the proposals, the Owner reserves the right to accept or reject all or any part of any proposal, waive minor technicalities/informalities, award the contract to the Respondent, and adopt any part or all of a proposal.

If deemed necessary and appropriate, the Selection Committee reserves the right to select a "short list" of the highest ranked Respondents depending on the total number of proposals received to go forward into final evaluation.

The highest-ranked Respondents may be required to make additional written submissions with oral presentation or demonstration. Failure to present, if selected, may render the proposal non-compliant and ineligible for award. Each presentation will be conducted at the Respondent's expense, including all travel costs. The Selection Committee will evaluate and rank all submittals meeting the minimum submission requirements.

Proposers may be required to give an oral presentation to Owner representatives. The request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending. The Owner reserves the right to award the opportunity to provide the services specified herein based on initial proposal submissions without oral presentations.

The Selection Committee shall recommend the final, top-ranked Respondent to the Owner. In cases of identical procurement responses, the award shall be determined based on factors deemed to serve the best interest of the Owner. Written documentation must support such a decision.

The Owner reserves the right to award the contract to the respondent submitting the most responsive submittal and a negotiated agreement which is most advantageous and in the best interest of the Owner, and to reject any and all qualifications or to waive any irregularity or technicality in qualifications received. Owner shall be the sole judge of the qualifications and the resulting negotiated agreement that is in its best interest, and its decision shall be final. If contract negotiations fail, negotiations will fall to the next highest-ranked respondent.

j. Pricing

Submission of any proposal signifies the Proposer's agreement that its proposal and the contents thereof are valid and binding for One-hundred twenty (120) calendar days following the submission deadline and will become part of the contract that is negotiated between the Owner and the selected Proposer. All prices submitted with the proposal shall remain in effect for the One-hundred twenty (120) day period.

The original unbound copy of the response to the Request for Proposals (Proposal) and all supporting documentation, including one electronic thumb drive, must be signed by a company official with the power to bind the company in the contract. All Proposals must be completely responsive to the Request for Proposal guidelines for consideration, subject to the Owner's ability to waive minor irregularities as provided in the Purchasing Policy.

k. Competition.

This solicitation is intended to promote full and open competition. If any language, specifications, terms, and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested Proposer to notify the Owner in writing no later than ten (10) business days prior to the scheduled due date and time.

l. Debarment.

By submitting a proposal package, the Proposer is certifying that it is not currently debarred from responding to any request for proposals/bids by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor is it an agent of any person or entity that is currently debarred from submitting proposals/bids on contracts by any agency or subdivision of the State of South Carolina.

m. RFP Hold Harmless.

All Proposers to this RFP shall indemnify and hold harmless the Walterboro-Colleton County Airport Commission, the County of Colleton, the City of Walterboro, and their officers and employees from all suits and claims alleged to be a result of this request for proposals. Issuing this request for proposals is only an invitation to present a proposal. The Owner reserves the right to determine, in its sole discretion,

whether any aspect of a Proposer's submittal meets the criteria in this request for proposals. The Owner also reserves the right to seek clarifications, negotiate with any Proposer submitting a response, reject any or all responses with or without cause, and modify the procurement process and schedule.

n. Cancellation.

If this request for proposals is withdrawn or the project is canceled for any reason, the Owner shall have no liability for any respondent for any costs or expenses incurred in connection with this request for proposals or otherwise.

o. Purchasing Policy; Protest Procedure.

This Request for Proposals is conducted pursuant to, and is subject to, the provisions of the Walterboro-Colleton County Airport Commission Purchasing Policy, which is hereby incorporated into this request for proposals in its entirety by reference. The purchasing policy establishes the protest procedure and rights related to this RFP, and proposers are encouraged to read it. A hard copy is available at the Lowcountry Regional Airport located at 537 Aviation Way, Walterboro, SC, and can be emailed upon request.

p. Failure to Submit All Mandatory Forms.

Failure to submit all the mandatory forms from this request for proposals shall be cause for the rejection of the Proposer's package. However, the Owner reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.

q. Publicity Releases.

The selected Proposer shall agree not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the Owner. The Proposer shall not have the right to include the Owner's name or airport name in its published list of customers without prior approval of the Owner. With regard to news releases, only the Owner's name, type, and duration of any resulting agreement may be used, and only with the Owner's prior approval. The Proposer shall also agree not to publish or cite, in any form, any comments or quotes from the Owner's staff without the written permission of the Owner, which may be withheld in its sole discretion.

r. Governing Law.

Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina, and all disputes arising out of said agreement, from the performance of said agreement, and/or interpreting said agreement, shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina, regardless of the amount in controversy or the convenience of witnesses. The prevailing party shall be entitled to attorney's fees and all costs of said litigation if awarded by the Court.

s. No Assignment.

The Proposer shall not assign in whole or in part its rights and obligations under any agreement resulting from this Request for Proposals without the prior written consent of the Owner. The Proposer shall not assign any money due or to become due to it under the said agreement without the Owner's prior written consent.

t. Illegal Immigration.

By signing your proposal, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files

any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractor's language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractor's requiring the sub- subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at www.procurement.sc.gov)

u. Audit.

The selected Proposer's records that pertain to the contract must be open for inspection and/or audit by the Owner upon request for five years after each contract year. For audit purposes, the Owner must verify that the fuel costs billed under the contract are correct. Proposer must provide the Owner, upon request, documentation of material purchase costs (e.g., a copy of an invoice from its supplier).

v. Public Record.

A Proposal received by the Owner may become a matter of public record under FOIA laws and may be subject to public inspection, subject to exclusions from public inspection set forth in law. The Proposer shall clearly mark all information it requests to be confidential in accordance with the public records laws. The Owner makes no representation or warranty regarding maintaining the confidentiality of any information submitted. The Owner further disclaims any liability arising from or related in any way to the disclosure of any such information. By submitting a Proposal, the Proposer shall be deemed to have waived and released the Owner from any such liability. The Proposal shall become property of the Owner.

w. Correction or withdrawal of proposal; errors in proposal; discussions with Proposers.

Any Proposer may withdraw its proposal prior to the closing time for the receipt of proposals. Correction or withdrawal of inadvertently erroneous proposals before the opening date, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following:

- i) Mistakes discovered by the Proposer before proposal opening may be corrected by modification or withdrawal and resubmission by submitting written notice to the Procurement Department prior to the time set for proposal opening;
- ii) After proposal opening, no changes in the provisions of proposals prejudicial to the interest of the Owner or fair competition, which shall be determined in the sole opinion of the Owner, shall be permitted;
- iii) All decisions to permit the correction or withdrawal of bids, or to cancel awards, or contracts, after award but prior to performance shall be supported by a written determination of appropriateness made by the chief procurement officer or commission.

If significant errors are found in the proposal, or if the proposal fails to conform to the essential requirements of the RFP, the Owner and the Owner alone will determine whether the variance is sufficient to warrant rejection of the proposal as non-responsive.

Discussions may be conducted with apparently responsive proposers for clarification to ensure full understanding of the RFP requirements. All proposals, in the Owner's sole judgment, needing clarification shall be accorded such an opportunity. The procurement officer must document any clarification of a proposer's proposal in writing and include it with the proposal.

x. 8% South Carolina and Local Sales Tax

The Owner is subject to South Carolina and Local sales tax on all purchases of goods and services. Therefore, 8% sales tax must be added to all orders. When applicable, net prices as shown in the proposal shall include such tax amounts. By submission of a signed proposal, the Proposer is certifying, under penalties of perjury, that the Proposer complies with Title 12, Chapter 36, Article 1 of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. The Proposer's signature below will certify to the County the Proposer's compliance.

y. Non-Resident Taxpayer Registration Affidavit

The form as attached to this RFP must be completed and submitted by any Proposers that are not residents of the State of South Carolina.

z. South Carolina Law Clause

Upon award of an agreement under this RFP, the party to whom the award is made must comply with South Carolina laws requiring such person or entity to be authorized and/or licensed to do business within the State. Notwithstanding the fact that applicable statutes may exempt or exclude the Proposer from requirements that it be authorized and/or licensed to do business in this State, by submission of a Proposal, the Proposer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising under, and/or related to, this RFP, the Proposal, and any agreement reached between Proposer and the Owner, and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

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FUEL PRICING CALCULATION FORM

The airport desires the best possible pricing to facilitate comparison of proposals. It is necessary that all proposals be based on PLATTS Gulf Coast Mean for Jet-A and Gulf Coast 93 PUL for 100LL (avgas) for the week of **August 11, 2026, through August 17, 2026.**

AVGAS	
Terminal:	
Weekly Market Rack Price per Gallon	
Fixed Freight Cost per Gallon	
Markup (fixed) per gallon (in cents)	
Federal Oil Spill Fee	
Federal Superfund Fee	
Federal LUST Tax	
Federal Excise Tax (FET)	
SC Environmental Impact Fee	
SC Inspection Fee	
TOTAL COST PER GALLON	

JET A	
Terminal:	
Weekly U.S. Gulf Coast Mean Av. per Gal.	
Fixed Freight Cost per Gallon	
Markup (fixed) per gallon (in cents)	
Federal Oil Spill Fee	
Federal Superfund Fee	
Federal LUST Tax	
Federal Excise Tax (FET)	
SC Environmental Impact Fee	
SC Inspection Fee	
TOTAL COST PER GALLON	

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW-SIGNED RESPONDENT CERTIFIES that they have implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of and compliance with South Carolina's "Drug-free Workplace Act" as set forth in S.C. Code 44-107-10, et seq.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

COMPANY: _____

ADDRESS: _____

NAME: _____

SIGNATURE: _____ TITLE: _____

DATE: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents must disclose if any Airport Commissioner or employee(s) is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (an Airport Commission employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

COMPANY: _____

ADDRESS: _____

NAME: _____

SIGNATURE: _____ TITLE: _____

DATE: _____

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the OWNER upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify, defend, and hold harmless the Walterboro-Colleton County Airport Commission, County of Colleton, City of Walterboro, their officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful acts or omissions of the Respondent and other persons employed, sub-contracted, or utilized by the Respondent in the performance of this Agreement.

COMPANY INFORMATION

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person & Title: _____

Email Address: _____ Number of years in the industry: _____

Telephone Number: _____ Fax number: _____

Cell number: _____

Emergency number after hours, weekends, holidays: _____

Federal ID or SS number: _____ DUNS/SAM number: _____

Respondent's license number: _____

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QUESTIONNAIRE

Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to the principal's association outside of the firm. (Y/N)

If the answer is "Yes," give date(s), name(s), and address(es) of surety and details.

Have you or any of your principals been assessed for damages for any services rendered in the past three (3) years? Response must include information pertaining to the principal's association outside of the firm. (Y/N) If yes, explain:

Have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to services rendered during the past three (3) years? Response must include information pertaining to the principal's association outside of the firm. (Y/N)

If yes, explain:

Have you or any of your principals ever failed to complete a contract in the last three (3) years? Response must include information pertaining to the principal's association outside of the firm. (Y/N) If yes, explain:

List of References: Three (3) Contracts of similar nature within the last three (3) years.

A. Name:

Address and Telephone:

Email:

Contact Person:

Type of Contract:

Dates of commencement and Completion of Contract:

Contract Amount:

B. Name:

Address and Telephone:

Email:

Contact Person:

Type of Contract:

Dates of commencement and Completion of Contract:

Contract Amount:

C. Name:

Address and Telephone:

Email:

Contact Person:

Type of Contract:

Dates of commencement and Completion of Contract:

Contract Amount:

Name(s) and bios of person(s) who will serve as our contact.

How many employees are in your company? _____

Name, phone number, and email for the person who will be the main contact for any questions arising from this RFP:

I certify and declare under penalty of perjury under the laws of the State of South Carolina that the foregoing Company Information and Questionnaire provided by me herein is true and correct. Executed this ____ day of _____, 20____.

Name of Corporation or Entity: _____

By: _____

Print Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

I, _____, Notary Public for the State of _____,

do hereby certify _____ (Name of Corporation or Entity),

by _____ (Signatory), its _____ (Title of Signatory),

personally appeared before me on this day and acknowledged the due execution of the foregoing.

Witness by my hand this ____ day of _____, 2026.

Notary Public for _____

My Commission Expires: _____

SEAL:

ADDENDA ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<i>Amendment No.</i>	<i>Issue Date</i>

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

ANTI-COLLUSION AFFIDAVIT: After being duly sworn, the below-named testified before me that the below-signed bidder has not divulged to, discussed, or compared his bid with other bidders and has not **colluded with any other bidder or parties to bid whatsoever. Note: No premiums, rebates, or gratuities are permitted either with, prior to, or after any** delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Cell number: _____

Contact Person & Title: _____

Email Address: _____

Federal Tax ID number: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS:

SEAL:

_____ DAY OF _____, 2026

NOTARY PUBLIC STATE OF _____

MY COMMISSION EXPIRES: _____

INSURANCE COMPLIANCE

This form is to be completed and signed by the Proposer and by your insurance agent/carrier, certifying that your policy either meets the insurance requirements or that the insurance company has reviewed the bid requirements and certifies that you were not bid any price increase due to required coverage.

PROPOSER

I certify that the insurance requirements have been reviewed.

Company Name _____

Address _____

Representative _____

Name _____

Title _____

Phone Number _____

INSURANCE COMPANY

I certify that the insurance requirements have been reviewed with the above proposer.

Company Name _____

Address _____

Representative _____

Name _____

Title _____

Phone Number _____

AFFIDAVIT - WORKER'S COMPENSATION

State of _____

Owner of _____

SS: _____

of _____

Being duly sworn, deposes and says that he now carries, or that he has applied for, a Workers' Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed: _____

Subscribed and sworn to before me this _____ day of _____, 20 _____

Notary Public

CERTIFICATION AND ASSURANCES

I/we make the following certification and assurances regarding the attached Proposal, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions for the award of any potential contract with the Walterboro-Colleton County Airport Commission:

1. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. This understanding does not, however, preclude the ability of this Proposer to join with other persons or organizations for the purpose of presenting a single proposal.
2. The attached proposal is a firm offer for a period of 120 days following receipt, and it may be accepted by the Walterboro-Colleton County Airport Commission without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period.
3. In preparing this Proposal, I/we have not been assisted by any current or former employee of Walterboro-Colleton County Airport Commission whose duties relate (or did relate) to this project or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that the Walterboro-Colleton County Airport Commission will not reimburse me/us for any costs incurred in the preparation, submission, or presentation of this Proposal or the oral evaluation. All submittals and any subsequent ideas and material resulting from the RFP/contract become the property of the Walterboro-Colleton County Airport Commission, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this Proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by it prior to opening directly or indirectly to any other Proposer or to any competitor.
6. No attempt has been made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purposes of restricting competition.
7. The party making the proposal hereby certifies that it has all required licenses necessary to provide all services contemplated in this RFP; that such licenses will be in full force and effect throughout the duration of performance under the agreement; and that any and all subcontractors employed by the undersigned will have appropriate licenses.
8. The party making the proposal hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of set forth in Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, and the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the party making the proposal shall indemnify, hold harmless, and defend the Owner against any and all actions, proceedings, penalties, or claims arising out of the party making the Proposal's failure to comply strictly with the foregoing.

THE UNDERSIGNED hereby declares that all of the certifications and representations of this Proposal are true and accurate and made by and on behalf of the Proposer who is by execution of this document bound to the same.

Company name: _____

Signature of Authorized Representative: _____ Title: _____

Print Name: _____ Date: _____