

**ADAMS COUNTY, COLORADO
SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 29 day of MAY 2018, by and between the Adams County Board of County Commissioners, located at ~~49~~30 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **CITYSERVICEVALCON LLC**, located at 1801 Pinion Street, Trinidad, Colorado 81082, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2018.321 and the Contractor's response to the RFP 2018.321 attached hereto as **Exhibit A**, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement, as referenced in Section 1 above.

3. TERM:

- 3.1. Term of Agreement: The initial term of this Agreement shall be for three (3) years from the date of execution, unless sooner terminated as specified elsewhere herein.
- 3.2. Extension Options: The County, at its sole option, may offer to extend this Agreement as necessary for up to two (2) one-year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, in an amount not to exceed **one million sixteen thousand, four hundred fifty-nine dollars and no cents (\$1,016,459.00).**

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.
5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**
6. **NONDISCRIMINATION:** The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.
- 6.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
- 8.1.1. Each Occurrence: \$1,000,000
- 8.1.2. General Aggregate: \$2,000,000

- 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. Workers' Compensation Insurance: Per Colorado Statutes Not Applicable.
- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.

9. WARRANTY:

The Contractor warrants and guarantees to the County that all work, equipment, and material furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

11. MUTUAL UNDERSTANDINGS:

11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.

11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.

Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.
- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

County:

Department:	Adams County Front Range Airport
Contact:	David E. Ruppel, Airport Director
Address:	5200 Front Range Parkway
City, State, Zip:	Watkins, Colorado 80137
Office Number:	303-261.9103
E-mail:	DRuppel@ftg-airport.com

Department: Adams County Purchasing Division
Address: 4430 South Adams County Parkway, Suite C4000A
City, State, Zip: Brighton, Colorado 80601

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601

Contractor:

Company: CityServiceValcon LLC
Contact: S.C. Archambault, Regional Manager-Aviation Fuel
Address: 1801 Pinion Street
City, State, Zip: Trinidad, Colorado 81082
Office Number: 719-846-4404
E-mail: stevea@cityservicevalcon.com

- 11.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

12. CHANGE ORDERS:

- 12.1. Change Orders: The County from time to time, may require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the request for proposal, or, if no provision exists, pursuant to the terms of the Change Order.

- 13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08**: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

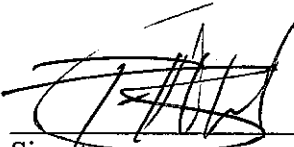
CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

CityServiceValcom, LLC
Company Name

5/16/18
Date


Signature

Tim O'Neal
Name (Print or Type)

President
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

Signature Page

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

By: Mary Nally
Chair

5-26-18
Date:

**CONTRACTOR
CITYSERVICEVALCON LLC**

By: Timothy O'Neal
Name (Print or Type)

May 16th, 2018
Date:

[Signature]
Authorized Signature

President
Title

Attest:
Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

APPROVED AS TO FORM:
Adams County Attorney's Office

By: [Signature]
Attorney's Signature

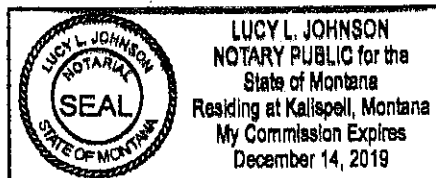
NOTARIZATION:
COUNTY OF Flathead)
)SS.
STATE OF Montana)

Signed and sworn to before me this 18 day of May, 2018,

by Timothy O'Neal,

Notary Public Lucy L. Johnson

My commission expires on: 12-14-2019

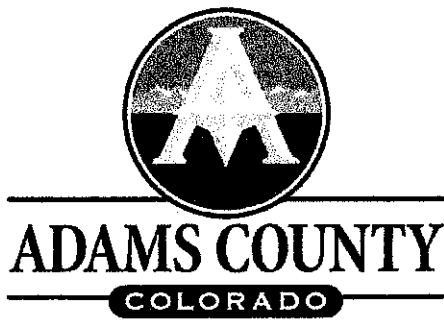


ATTACHMENT A
(All Documents following this page of the Agreement)

Attachments:

1. Proposal, dated 03/02/18
2. Addendum One, dated, February 27, 2018
3. Offeror's Certification of Compliance
4. Offeror's Signature Page

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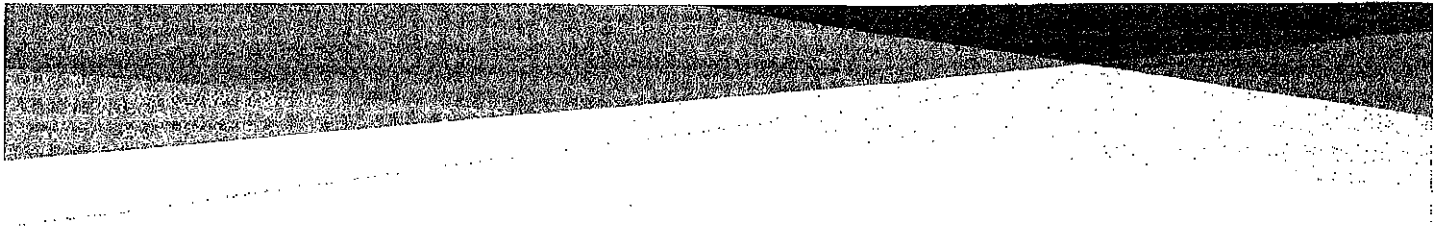


Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
PRICING FORM: RFP 2018.321
(Submit in separate sealed envelope)**

The contractor is responsible for all labor, supplies and materials to perform the services as identified in the scope of services. Contractor's fees as detailed below shall be firm through the initial term of the awarded agreement.

<u>Item</u>	<u>Description</u>	<u>Annual Quantity</u>	<u>Fee per Gallon</u>
1	Avgas 100LL	175,000	\$ <u>0.05</u>
2	Jet A	300,000	\$ <u>0.03</u>
TOTAL			\$ <u>0.08</u>



RFP-HE-2018.321

Response from CityServiceValcon

03/02/2018

Steve Archambault
Regional Manager CSV Aviation Fuels

Introductions / Background / Experience

Project teams and project experience:

On behalf of the Phillips and CityServiceValcon (CSV) Aviation Teams, it is our pleasure to respond to RFP-HE-2018.321

Established in 1927, Phillips 66 has been the largest, most recognized aviation fuel brand, 91 years and counting. Phillips is the largest aviation fuel refiner/supplier in the USA and remains the largest General Aviation Marketer. With multiple refineries, pipelines and product terminals - P66 is secure supply.

In business since 1932, CityServiceValcon has been doing business with Phillips 66 since 1954. CSV is a growing family owned enterprise with 172 full time employees; 2017 sales of over 250,000,000 gallons; revenue of over half a billion dollars. CSV Aviation Fuel takes advantage of high levels of business expertise and integrated, focused business units. We strive to build long term customer relations through prompt support on business & technical needs, competitive pricing, and overall integrity. CSV's home office and headquarters are based in Kalispell, MT, in the Mountain time zone.

As a preferred Aviation Marketer, contracted with Phillips Aviation, we have been asked to coordinate and present the following response to RFP-HE-2018.321. As Regional Manager – CSV Aviation Fuel, based in Colorado – I will be the primary contact for the Bid Process and going forward if successful in the process.

Addressing RFP-HE-2018.321 Proposal Instructions:

Security Statement: Primary and support CSV personnel will always present government issued, photo ID, when requested. At no time will CSV personnel enter airport ramp areas or property without escort. Contracted fuel delivery personnel will carry suitable ID documentation and paperwork. Contracted delivery personnel will require airport designated escort during all fuel delivery activities.

Portion of Contract Subcontracted: Bulk fuel deliveries will be subcontracted with proven, knowledgeable, licensed providers. CSV Aviation Fuel retains custody of and remains responsible for fuel deliveries until airport personnel have tested and approved and received each delivery into airport storage.

Fee Schedule: The completed Pricing Form: RFP-HE-2018.321 is provided in the package, under separate cover, as instructed.

Marketing advertising, training, leasing program

- Phillips will annually provide COOP advertising funds based on previous year's fuel purchases at the rate of \$0.005 per gallon for both fuels.
- CSV will provide COOP funds based on 2017 fuel purchases for use in advertising programs for 2018.
- CSV will provide access to and promote airport activities and services through Phillips Advertising programs to industry outlets, throughout the term(s) of the project.
- CSV will provide NATA Line / Supervisory online training courses to airport personnel, throughout the term(s) of the project.
- CSV will provide refueler trucks through leasing terms of 2% of unit retail value. Age and volume of refuelers will be determined by airport operations management. Maintenance will be provided in the lease agreement. Consumables will be at airport expense.

Selected References of Similar Project Value

Interstate Aviation

2601 Airport road

Pullman, WA 99163

Doug Gadwa - Owner

509/332-6596

CSV/Phillips Aviation Branded FBO Contract

\$1,821,000 fuel sales 2017/ 728,400 combined gallons

North Star Jet

1 Corporate Way

Missoula, MT 59808

Kynan Spethman - General Manager

406/721-8886

CSV/Phillips Aviation Branded FBO Account

\$3,495,000 fuel sales 2017 / Combined gallons 1,398,000

Western Aviation

6095 East Rutter Ave. Ste. 1

Spokane, WA 99212

Tanya Marsh - General Manager

509-536-4289

CSV/Phillips Aviation Branded FBO Account

\$777,750 fuel sales 2017/ Combined gallons 311,000

Executive Air Montana Inc

2560 Airport Dr.

Helena, MT 59601 / / 406-442-2190/

John Maxness - CEO

406/442-2190

CSV/Phillips Aviation Branded FBO Account

\$1,620,000 fuel sales 2017 / Combined gallons 648,000

Redbird Sky Port

2080 Airport Dr.

San Marcos, TX 78666

John Koenreich - General Manager

512/878-6670

CSV/Phillips Aviation Branded FBO Account

\$612,500 fuel sales 2017 / Combined gallons 245,000

City of Kansas City, MO

Downtown Wheeler Field

300 NW Richards Road, KC MO 64116

Melissa Nobel – Airport Manager

816/513-0781

CSV/Phillips Aviation Branded FBO Account

\$405,000 fuel sales 2017 / 100LL gallons 162,000

Overview of Project Proposal Benefits

The CSV/Phillips Difference: RFP 2018.321 Proposal Details

Unsurpassed fuel supply: Primary terminal for Jet A will be Commerce City, CO and primary terminal for Avgas will be Borger, TX. Backup supply for Jet A will be Amarillo, TX. Backup supply for 100LL will be Deer Park, TX. Unlike other aviation fuel suppliers, Phillips 66 is NOT just a reseller of fuel produced by third parties, but is the nation's largest aviation fuel refiner, backed by their own refineries, pipelines, terminals. Phillips 66 is also the ONLY aviation brand refining its own Jet A and Avgas.

Freight equalization: In the event of an unplanned or extended outage from your primary terminal, Phillips 66 is the only supplier that offers automatic price increase protection from alternate terminal(s).

Heritage: Since 1927, Phillips 66 Aviation has been earning the trust of generations of pilots and is the nation's largest and most-recognized fuel brand. Phillips Corporate Management continues its high priority support for General Aviation fuels and lubes business units.

Aviation Fuel System Parts/tech support: Dedicated CSV Technical Manager to provide phone and on-site support / CSV offers wholesale pricing on fuel system replacement parts such as; filters, hoses, nozzles, ground cables, meters, dust caps, wing mats and fuel testing equipment.

"Tank Watch" inventory management: CSV is the only aviation fuel supplier to offer inventory oversight at no added cost via Wesroc cellular tank monitors, eliminating the worry of run-outs. We can "keep full" or advise on early fuel orders which may help beat price increases.

Reduced business costs: Lower credit card fees than the competition – NO FEES when accepting the P66 proprietary Cards. CSV does not mark-up card processing; please see attachment with actual costs. Free listing in Fltplan.com and discounted NATA Safety 1st training for line personnel all add up to significant annual value.

Fuel quality assurance: From the refinery to wing, Phillips 66 is unmatched in product integrity; onsite fuel storage and dispensing equipment inspections/ written follow up; training; grade-dedicated transports and comprehensive refining testing assure “best in Industry quality assurance”. Phillips provides its proprietary Trustedfuel.com website: a technical website, for all things aviation fuel.

Training: Onsite initial training, annual regional seminars, the industry’s first dedicated fuel quality web portal “Trusted Fuel”, and the NATA Safety 1st online programs all add up to the best technical support in the industry.

CSV support: Quarterly visits to your operations, priority support for the transition AND as needed, priority support to address new GA, regulations, programs, technical needs. Ongoing, tailored business development plan and media advertising boost your operations.

Our Proposal Commitments:

- **Meet and exceed all requirements of RFP-HE-2018.321**
- **Secure supply of Jet A and Avgas**
- **Pricing Jet A: Discounted Formula Jet A price Commerce City**
- **Pricing Avgas: Discounted CSV/Phillips rack pricing Borger TX**
- **Negotiated, Competitive Freight: from accredited third-party common carriers**
- **COOP Funds: Seeded to your account for use this year – 475,000 gal x 0.005 = \$2400 / based on estimated combined fuel volume**
- **WingPoints Pilot Incentive Points: 500,000 points seeded to your account for airport promotions this year**
- **Signage: up to 2 Phillips lighted signs with poles / one hangar sign / installed at no charge / airport to provide electricity service**
- **Pre-Paid Marketing Booth: Phillips Aviation Section / Schedulers & Dispatchers Convention / Spring 2019**

- **Credit Cards:** Phillips AvPOS card processing system, cellular capable. Supports portable devices for quick turn transactions / Standard AvPOS monthly fees paid through project duration
- **Refuelers:** Lease program at 2% of retail value. Owned refuelers converted to Phillips graphics / no charge / any time
- **NATA Safety First Training:** All required training provided N/C

Values at a Glance:

- **Phillips Supplemental Liability Insurance** / \$50,000,000 per occurrence / no charge / requires \$1million Primary Liability Coverage continuously in place
- **Proprietary Phillips Wings Credit Cards** / No Processing Fees / No Cost Bonus WingPoints / Aviation and Motor Fuels Use / Various Promotions run several times a year to build the card base
- **Conventional Card Fees** / reduced bank card fee compared to competitive aviation fuel supplier's rates
- **Credit Card transaction funding:** hits your bank account within 72 hours / Government Air Card funding per their separate contract
- **Supplemental Programs:** Flight Aware / FlightPlan.com / FlightBridge Concierge programs / No charge
- **Phillips COOP annual funding:** for Advertising / Uniforms / Your events combined with P66 Wings Logo
- **Specialty Programs:** EAA Young Eagles and Angel Flight discounts to pilots using P66 credit card
- **Phillips BizLink Website:** real-time card processing accounting and program details / no charge
- **Phillips TrustedFuel Website:** technical and program details regarding aviation fuel / no charge
- **Phillips Pilot Into Plane Contract Fuel:** no program charge / transaction fees per gallon apply / flexible 'into wing fee' structure for your customer base or classes of aviation trade
- **CSV administration of all Phillips programs:** CSV training and support / Mountain time zone business hours for convenience / Regional CSV representation

Summation:

On behalf of the Phillips and CSV Aviation Teams, we appreciate the opportunity to respond to RFP-HE-2018.321

The range and detail of our project response is such that additional details may be beneficial. We look forward to responding to any questions or concerns arising from the review process.

In our experience, with Municipal/State/Federal RFP processes, interview meetings are often beneficial to fully detail or clarify the initial RFP information. CSV/Phillips Aviation team members are available for this purpose, by email request.

Sincerely,

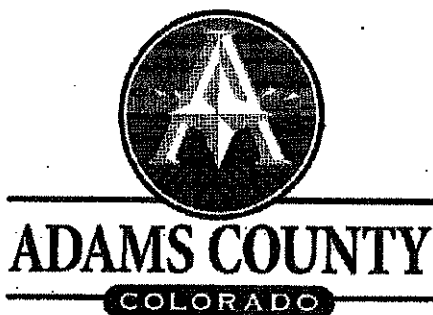


**Steve Archambault
CityServiceValcon - Aviation Fuel Region Manager
1801 Pinon St.
Trinidad, CO 81082**

**719/846-4404 home office with voicemail
435/632-4691 cell phone with voicemail**

stevea@cityservicevalcon.com

www.CSVaviationfuel.com



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

**INVITATION FOR BID (IFB)
ADDENDUM ONE**

Addendum One Issue Date: Tuesday, February 27, 2018

RFP Number: **RFP-HE-2018-321**

RFP Title: **AVIATION FUEL (JET A) AND AVGAS 100LL**

RFP Questions Due: Tuesday, February 6, 2018 by 2:00 p.m. (MT)

Proposal will be received until: Monday, March 6, 2018, 4:00 pm (MT)
4430 South Adams County Parkway,
Front Lobby, Brighton, CO 80601

Goods or services to be delivered to or performed at: Adams County Front Range Airport

For additional information please contact: Heidi Ellis, Contract Specialist II
720-523-6053
Email Address: hellis@adccgov.org

PRINT OR TYPE YOUR INFORMATION

Name of Contractor: _____

Authorized Representative's Signature: _____

Title: _____ Date: _____

ADAMS COUNTY
RFP-HE-2018-321
AVIATION FUEL (JET A) AND AVGAS 100LL

Addendum One (1) is being issued to provided responses to questions received for RFP 2018.321.

Questions and Responses:

Q1. What size refuelers are you requesting and what vintage?

R1: Refueler size would be 1500-2000 gallon Low lead truck.

Q2. When is the contract start date?

R2: The County Agreement start date will depend on the response from the RFP.

Q3. What is to be included in the Fee per Gallon?

R3: The question is unclear. The County is seeking competitive fees from the offeror.

Q4. What is included in the Project Fee Structure and how is it evaluated?

R4: The fees submitted by the offeror will be reviewed and evaluated based upon the best interest for Adams County.

Q5. Should the pricing page be included in the electronic copy that is required with the proposal?

R5: The pricing schedule should not be included with the electronic copy of the submitted proposal.

End of questions



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL
2018.321
CONTRACTOR'S CERTIFICATION
OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached Agreement for services.

City Service Valcon LLC
Contractor Name

City Service Valcon LLC
Printed or Typed Name

AR Ambault
Signature

Regional Manager - Aviation Fuels
Title

03/02/2018
Date

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL
2018.321
CONTRACTOR'S STATEMENT
(Signature)

I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Bid is hereby submitted.

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid, (3) the Bid is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Bid submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): None one

City Service/Vecon 03/02/2018
Contractor Name Date

S.C. Archambault S.C. Archambault
Signature Printed Name

Regional Manager - Aviation Fuels
Title

1801 Pinion St.
Address

Trinidad, CO 81082 Las Animas
City, State, Zip Code County

719-846-4404 719-846-2334
Telephone Fax

stevea@cityservicevelcon.com
Email

EXHIBIT A
(All Documents following this page of the Agreement)

Exhibit:

1. RFP 2018.321 Scope of Work

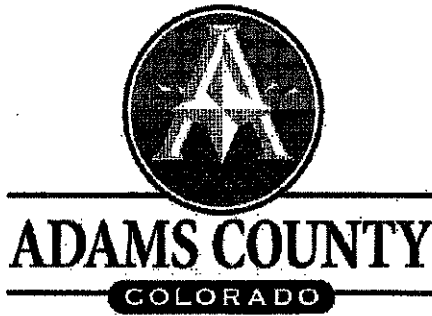


EXHIBIT A
Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
COVER SHEET**

RFP Issue Date: Wednesday, January 31, 2018

RFP Number: **RFP-HE-2018-321**

RFP Title: **AVIATION FUEL (JET A) AND AVGAS 100LL**

Pre-Proposal Meeting: Not Applicable

RFP Questions Due: Tuesday, February 6, 2018 by 2:00 p.m. (MT)

Proposal will be received until: Monday, March 6, 2018, 4:00 pm (MT)
4430 South Adams County Parkway,
Front Lobby, Brighton, CO 80601

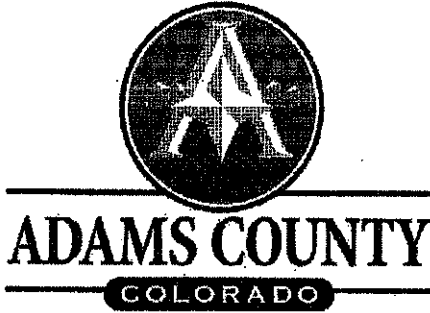
Goods or services to be delivered to or performed at: Adams County Front Range Airport

For additional information please contact: Heidi Ellis, Contract Specialist II
720-523-6053

Email Address: hellis@adcogov.org

Documents included in this package:

- Proposal Instructions
- General Terms and Conditions
- Scope of Work (SOW)/ Specifications
- Pricing Form
- Submission Check List
- Statement of No Proposal
- Contractor's Certificate of Compliance
- Contractor's Statement
- Reference Form
- Term of Acceptance Form
- Appendix A – Sample Agreement



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
2018.321
PROPOSAL INSTRUCTIONS**

1. **PURPOSE/BACKGROUND:** The Adams County Board of County Commissioners (BOCC), by and through its Purchasing Division of Finance is seeking proposals for aviation fuel (Jet A) and Avgas 100LL, in an estimated annual requirement of 475,000 gallons. The Contractor will be responsible for providing the County's Front Range Airport with aviation fuel (Jet A) and AVGAS 100LL. The gallon differential entered in the response form is solely for the purpose of securing cost for evaluation proposals. The gallon differential will remain firm throughout the award agreement term. The Contractor will be responsible for providing marketing and advertising to the airport, signage, training, and offer lease programs for fuel trucks.
2. **SUBMISSION OF PROPOSALS:** The proposal must be received before the due date and time as specified in this solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope as follows:

<p>Mailing Address: Adams County Government Center Purchasing Division 4430 South Adams County Parkway Brighton, CO 80601</p> <p>ATTN: Heidi Ellis, P.H.M. Contract Specialist II RFP-HE-2018-321</p>	<p>Hand Deliveries accepted: Adams County Government Center First Floor Central Lobby Receptionist 4430 South Adams County Parkway Brighton, CO 80601</p> <p>ATTN: Heidi Ellis, P.H.M. Contract Specialist II RFP-HE-2018-321</p>
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3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for **Aviation Fuel (Jet A) and AVGAS 100LL.**
4. All documents related to this RFP will be posted on the Rocky Mountain Bid System (BidNet) at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>
 - 4.1. Interested parties must register with this service to receive these documents.

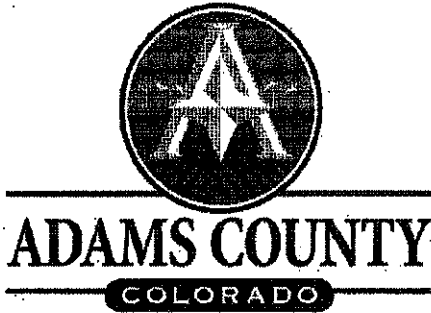
5. **TERM OF AGREEMENT:** This is a one year agreement with the option of four one year renewals.

OPTION TO RENEW FOR FOUR (4) SUBSEQUENT YEARS (MAINTAINING SAME PRICES): The prices or discounts quoted by the Contractor in its Proposal shall prevail for the term of the Agreement, at which time the County shall have the option to renew the Agreement for four (4) subsequent one year periods, provided, however, that such Contractor will maintain the same prices or discounts that were agreed to in the initial Agreement. Continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County and upon budget approval.

6. CONTRACTUAL OBLIGATIONS

- 6.1. The successful Contractor will be required to sign an Agreement substantially similar to the Agreement form in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.
- 6.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 6.3. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 6.4. Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.
- 6.5. Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.
- 6.6. **Incorrect Pricing/Invoicing.** As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- 6.7. The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.

- 7. PRE-PROPOSAL MEETING AND WALK-THROUGH IS:** *Not Applicable*
- 8. METHOD OF AWARD** - It is the intent of the County to award an Agreement to the Contractor who provides the best value for Adams County.
- 8.1. If it is in the best interest of the County, the Evaluation Committee may invite a limited number of Contractors to provide an oral presentation.
- 8.2. The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.
- 8.3. Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Heidi Ellis, Contract Specialist II, Purchasing Division, Adams County, hellis@adcogov.org. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County by the date listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.
9. Any official interpretation of this RFP must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.
- 10. COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.
11. The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, Contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.
- 12. BUDGET:** Budget will not be disclosed.
- 13. DEBARMENT:** By submitting this proposal, the Contractor warrants and certifies they are eligible to submit a proposal because their company and/or subcontract(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
2018.321
GENERAL TERMS AND CONDITIONS**

1. **APPLICABILITY:** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Proposal" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").
2. **CONTENTS OF PROPOSAL**
 - 2.1. **GENERAL CONDITIONS:** Contractors are required to submit their Proposals in accordance with the following expressed conditions:
 - 2.1.1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.
 - 2.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.
 - 2.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Proposal and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Proposal, it shall be construed that the Contractor's Proposal fully complies with all conditions identified in this Solicitation.
3. **Equal Opportunity:** The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make

available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. If submitting a joint venture proposal, or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Response.

4. **Colorado Open Records Act:** All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked as such. The County does not guarantee the confidentiality of any record(s).

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this solicitation process.

5. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- 5.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/Specifications, and then the Special Terms and Conditions, will prevail.

- 5.1.1. If any Contractor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the Scope of Work or any other portion of the Solicitation, the Contractor must submit a **written request** via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

- 5.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Proposals are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

- 5.1.3. **ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM TO BE SEPARATELY ACKNOWLEDGED.**

5.2. PRICES CONTAINED IN PROPOSAL-DISCOUNTS, TAXES, COLLUSION

5.2.1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

5.2.2. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.

5.2.2.1. Federal Identification Number: 20-1971780

5.2.2.2. State of Colorado Tax Exempt Number: 98-03569

6. SIGNING PROPOSAL

6.1. Contractor, by affixing its signature to this Solicitation, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the County. The Contractor also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the County's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

7. PREPARATION AND SUBMISSION OF PROPOSAL

7.1. PREPARATION

7.1.1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.

7.1.2. Proposals must contain a manual signature of an authorized agent of the Contractor in the space provided on the Solicitation cover page. The Contractor's Statement of this Solicitation must be included in all Proposals. If the Contractor's authorized agent fails to sign and return the original cover page of the Solicitation, its Proposal may be invalid and may not be considered.

- 7.1.3. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County's logo on any documentation or presentation materials and to do so would be a violation of the County's trademark.
- 7.1.4. Unit prices shall be provided by the Contractor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and shall be for the unit of measure requested. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 7.1.5. Alternate Proposals will not be considered unless expressly permitted in the Scope of Work.
- 7.1.6. The accuracy of the Proposal is the sole responsibility of the Contractor. No changes in the Proposal shall be allowed after the date and time that submission of the Proposals is due.

7.2. SUBMISSION

- 7.2.1. The Proposal shall be sealed in an envelope with the Contractor's name and the Solicitation number on the outside. The County's Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Proposal. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, email, or facsimile machines are not acceptable.
- 7.2.2. Each Proposal must be submitted at the time and place, and number of copies as specified in this Solicitation. Failure to submit the required number of copies may deem the Contractor's Proposal non-responsive.
- 7.2.3. Failure to provide any requested information may result in the rejection of the Proposal as non-responsive.
- 7.2.4. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 7.2.5. Contractor is responsible for ensuring their Proposal is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery.

- 7.2.6. Contractors, which qualify their Proposal by requiring alternate Contractual terms and conditions as a stipulation for Agreement award, must include such alternate terms and conditions in their Response. The County reserves the right to declare a Contractor's Proposal as non-responsive if any of these alternate terms and conditions is in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

8. LATE PROPOSALS

- 8.1. Proposals received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.
- 8.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 8.3. The County assumes no responsibility for a Proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: **Aviation Fuel (Jet A) and AVGAS 100LL and RFP-HE-2018-321.**
- 8.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of County Commissioners to close the County offices.

9. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 9.1. **MODIFICATIONS TO PROPOSALS.** Proposals may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the Proposals to be opened. Each modification submitted to the County's Purchasing Division must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the sealed envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Purchasing Division will be considered the valid modification.

9.2. WITHDRAWAL OF PROPOSALS

- 9.2.1. Proposals may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Proposals. Any withdrawal of a Proposal submitted to Adams County Purchase Division must have the Contractor's name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.

- 9.2.2. Proposals may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Proposal is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Proposal from the Contractor for a six-month period following the withdrawal.

10. REJECTION OF PROPOSALS

- 10.1. REJECTION OF PROPOSALS. The County may, at its sole and absolute discretion:

10.1.1. Reject any and all, or parts of any or all, Proposals submitted by prospective Contractors;

10.1.2. Re-advertise this Solicitation;

10.1.3. Postpone or cancel the process;

10.1.4. Waive any irregularities in the Proposals received in conjunction with this Solicitation; and/or

- 10.2. REJECTION OF A PARTICULAR PROPOSAL. In addition to any reason identified above, the County may reject a Proposal under any of the following conditions:

10.2.1. The Contractor misstates or conceals any material fact in its Proposal;

10.2.2. The Contractor's Proposal does not strictly conform to the law or the requirements of the Solicitation;

10.2.3. The Proposal expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;

10.2.4. The Proposal does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Proposal in accordance with the Solicitation; and/or

10.2.5. The Proposal has not been executed by the Contractor through an authorized signature on the Contractor's Statement.

- 10.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals.

11. ELIMINATION FROM CONSIDERATION

- 11.1. A Proposal may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.
- 11.2. A Proposal may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.
- 11.3. Any communications in regards to this RFP must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.
- 11.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.
- 11.5. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

12. QUALIFICATIONS OF CONTRACTOR: The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Proposals will not be accepted.

13. AWARD OF SOLICITATION: The County shall award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.

4. Table of Contents – Include a clear identification of the material by section and by page number. , i.e. Mandatory Requirements section, etc.
5. Executive Summary - The executive summary should give in brief concise terms a summation of your submittal. Identify the points that make your firm uniquely qualified for this engagement.
6. Profile of the Firm – State whether your firm is local, national, or international. Also include the following for the office this work would originate from:
 - a. Size of the Firm and size of local office (if applicable)
 - b. Location of the office, where the work on this engagement is to be performed
 - c. Number and nature of the professional staff to be assigned to the project on a full-time basis.
 - d. Number and nature of staff to be assigned to this project on a part-time basis.
 - e. Identify the supervisory and management staff who will be assigned to the engagement. Provide resumes for each person that will be assigned to this engagement.
 - f. Provide any substantiated complaints against the firm in the last 3 years and any outstanding litigation.
7. Provide documentation that satisfies the Required Document requests.
8. Provide documentation that satisfies the criteria to be evaluated.

IV. Detailed Scope/Specification Requirements

The County's is seeking proposals for aviation fuel (Jet A), and Avgas (100LL) in an estimated annual requirement of 475,000 gallons. The contractor will be responsible for providing Front Range Airport with aviation fuel (Jet A) and Avgas (100LL). The gallon differential entered in the response form is solely for the purpose of securing cost for evaluation proposals. The gallon differential will remain firm throughout the award agreement term.

The contractor will be responsible for providing marketing and advertising to the airport, signage, training, and offer lease programs for fuel trucks.

Specifications:

JET FUEL (GRADE 54) SPECIFICATIONS				
		ASTM LATEST EDITION		SPECIFICATIONS
Acidity, Total, MG KOH/G	Max	D974		0.1
Aromatics, Vol%	Max	D1319		22-25 (See Note A)
Mercaptan Sulfur, WT. %	Max	D3227		0.003
Sulfur, Total WT. %	Max	D4294		0.3
Distillation		D86		
10% Recovered F	Max			400
50% Recovered F				Report
90% Recovered F				Report
End Point F	Max			572
Distillation Residue, Vol%	Max			1.5
Distillation Loss, Vol%	Max			1.5
Flash Point, F		D56		104 Min,* (See Note B)
Gravity, API @ 60 F	Min/Max	D4052		37-51
Freezing Point, C	Max	D2386		-40

Viscosity, -4 F CST	Max	D445	8	
Net Heat of Combustion, BTU/LB	Min	D1405		18,400 (See Note C)
Combustion Properties:				
One of the following requirements shall be met				
1. Luminometer No., or	Min	D1740	45	
2. Smoke Point, or	Min	D1322	25	
3. Smoke Point and	Min	D1322 & D1840	19	
Naphthalenes Vol%	Max		3.0	
Corrosion, Copper strip, Z HRS. @ 212 F	Max	D130	No. 1	
Thermal Stability:				
Filter Pressure Drop (MMHG)	Max	D3241		25 (See Note D)
Tube Deposit Less Than				Code 3

JET FUEL (GRADE 54) SPECIFICATIONS

ASTM LATEST EDITION				
			SPECIFICATIONS	
Existent Gum	Max, MG/100ML	D381	7	
Water Reaction D1094				
Separation Rating	Max		2	
Interface Rating	Max		1B.	
Additives			(See Note E)	
Appearance				
Color, Saybolt	Min	D156		15 (See Note F)
WSIM	Min	D394B	85	

Conductivity (PS/M) Report

- * Minimum 104 F applies at the origin location. Minimum of 100 F will apply at destination.
- A. Fuel over 20 Volume % and not exceeding 25 Volume % of aromatics is permitted provided the supplier (seller) notifies the purchaser of the volume, destination and aromatic content at date of such shipments.
- B. Method D56 is the preferred method, in case of dispute, Method D56 will apply.
- C. Use for Jet A the value calculated from table 8 on EOS. 5 and 9 in Method D1405. Test Method D2382 may be used as an alternative. In case of dispute D2382 must be used.
- D. Thermal stability test shall be conducted for 2.5 hours at a control temperature of 260 C but if the requirements of the above specification are not met, the test may be conducted for 2.5 hours at a control temperature of 245 C. Results of both test temperatures shall be reported in this case. Tube deposits shall always be reported by the visual method; a rating by the tube deposit rating (TDR) optical density is desirable, but not mandatory.
- E. Product meets military jet specifications as specified in ASTM D1655. No additives other than antioxidants and metal deactivators as set forth in ATM D1655 (Latest Edition) section 5.2 shall be permitted.
- F. Product shall be clear and bright and free of suspended water and sediment.

V. DELIVERY:

The actual location of delivery will be specified on each purchase order or identified at time of call in deliveries. Unless otherwise agreed upon in writing, the minimum delivery will be a full standard transport tanker load.

Delivery shall be into County's Front Range Airport tanks that have been inspected and approved by the appropriate regulatory agencies. The County will be responsible for all unloading operations including the placement of hoses into the proper storage tanks. The County shall specifically designate and gage the available capacity of the tanks into which the fuel shall be unloaded.

VI. FEES:

Fees shall be priced per gallon. Unless otherwise stated, all shipments shall be F.O.B. destination. The County shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before actual delivery of the supplies to the destination unless such charges are caused by an act or order of the County acting in its contractual capacity.

VII. WARRANTY:

Contractor shall provide a delivery warranty.

VIII. HOURS OF WORK:

The normal work hours at the site are from 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays. Access to the work site may be restricted to these hours and days. Request for work during other than normal hours must be coordinated and approved in advance by the Purchasing Department Manager.

IX. TERM OF THE AGREEMENT:

The term of the contract is three (3) years from date of award or the Effective Date, whichever is later. The County may extend the term of this contract, in two one (1) year increments not to exceed five (5) years, by written notice to the contractor by the expiration date of the agreement or within 30 days after funds are made available for exercising the option, whichever is later.