

## PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 1 day of July 2014, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Shoco Oil Inc, located at P.O. Box 867, Brighton, Colorado 80601, 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 2014.075 and the Contractor's response to the RFP 2014.075 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.

### 3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, 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, and approved by the Adams County Board of County Commissioners.

### 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, the sum of: Rack price plus \$.045 per gallon for dispensed fuel and rack price plus \$.06 per gallon for delivered fuel.

- 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:**

6.1. **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.**

6.1.1. 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

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 the 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 or policies required under this Agreement.

## 9. TERMINATION:

9.1. 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.

- 9.2. 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.

## **10. MUTUAL UNDERSTANDINGS:**

- 10.1. 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 Adams County, Colorado.
- 10.2. 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. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, 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).
- 10.3. 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.
- 10.4. 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.
- 10.5. Assign Ability: 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.
- 10.6. 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.

10.7. 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.

10.8. 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:

Department: Adams County Fleet  
Contact: Rich Stark  
Address: 4955 East 74th Avenue  
City, State, Zip: Commerce City, Colorado 80022  
Phone: 303-853-7051  
E-mail: rstark@adcogov.org

Department: Adams County Purchasing  
Contact: Jennifer Tierney  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6049  
E-mail: jtierney@adcogov.org

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6116

Contractor: Shoco Oil, Inc.  
Contact: Rebecca Johnstein  
Address: PO Box 867  
City, State, Zip: Brighton, Colorado 80601  
Phone: 303-659-5610  
E-mail: bjohnstein@shocooil.com

10.9. 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.

10.10. 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.

10.11. 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.

## **11. CHANGE ORDERS OR EXTENSIONS:**

- 11.1. Change Orders: The County may, from time to time, 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 Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

## **12. 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:

- 12.1. 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.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. If the 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 (3) 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 (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 12.7. 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).
- 12.8. 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.

The remainder of this page is left blank intentionally.

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

**Board of County Commissioners**

[Signature]  
Chairman

7-1-14  
Date

**Shoco Oil, Inc.**

[Signature]  
Signature

6/9/14  
Date

Rebecca Hohnstein  
Printed Name

See  
Title

**Attest:**

Karen Long, Clerk and Recorder [Signature]  
Deputy Clerk

Approved as to Form: [Signature]  
Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

COUNTY OF Adams

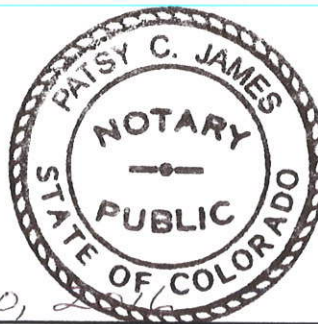
STATE OF Colorado )SS.

Signed and sworn to before me this 19<sup>th</sup> day of June, 2014,

by Rebecca Hohnstein,

[Signature]  
Notary Public

My commission expires on: August 30, 2016





## 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:

Stewart Oil Inc

Company Name

6/19/14

Date

Rebecca Johnston

Signature

Rebecca Johnston

Name (Print or Type)

Sec

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

## EXHIBIT A

### GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for Fuel Services.
2. **All documents related to this RFP will be posted on the Rocky Mountain Bid System at: <http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**
  - 2.1. Vendors must register with this service to receive these documents.
  - 2.2. This service is offered free or with an annual fee for automatic notification services.
3. Written questions may be submitted through April 1, 2014. All questions are to be submitted to Jennifer Tierney, Contract Administrator by E-mail at [jtierney@adcogov.org](mailto:jtierney@adcogov.org)
4. An Addendum to answer all questions will be issued no later than April 3, 2014.
5. There will be a **Pre-Proposal conference** on March 25, 2014, at 2:00 p.m. in the Brantner Gulch A Conference Room located on the first floor of Adams County Government Center, 4430 South Adams County Parkway Brighton, CO 80602.
6. Proposals
  - 6.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, Brighton Colorado 80601, up to 2:00 p.m. on April 10, 2014.
  - 6.2. The proposal opening time shall be according to our clock.
  - 6.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud.
  - 6.4. Proposals may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Proposal Number and Project Title.
  - 6.5. No proposals will be accepted after the time and date established above except by written addenda.
  - 6.6. The proposal must be submitted on a CD in a single PDF file not to exceed 20 pages. Brochures or other supportive documents may be included with the proposal narrative.
  - 6.7. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et.*

*seq.*, as amended 5/13/08 and the “**PROPOSAL FORM**” acknowledging the receipt of addendum(s) must be signed and included as hard copy with the CD. These are the **last two pages of the RFP**.

- 6.8. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve months from the date of this opening.
- 6.9. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 6.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 6.11. 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: TITLE123 and xxxx.xxx.
- 6.12. 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 Commissioners to close the County offices.
- 6.13. 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.
- 6.14. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 6.15. 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 proposal.
- 6.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
  - 6.16.1. Any Proposal which does not meet bonding requirements, or,
  - 6.16.2. Proposals which do not furnish the quality, or,
  - 6.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
  - 6.16.4. Proposals from offerors who lack experience or financial responsibility, or,

6.16.5. Proposals which are not made to form.

6.17. 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.

6.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.

6.19. 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.

6.20. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, E-mail, or facsimile machines are not acceptable.

7. Adams County is an equal opportunity employer.

8. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.

9. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

9.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

9.1.1. Each Occurrence \$1,000,000

9.1.2. General Aggregate \$2,000,000

9.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

9.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)

9.2.2. Personal Injury Protection Per Colorado Statutes

9.3. Workers' Compensation Insurance: Per Colorado Statutes

9.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

9.4.1. Each Occurrence \$1,000,000

9.4.2. 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.

- 9.5. The Contractor's commercial general liability, and comprehensive automobile 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:
  - 9.5.1. 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.
  - 9.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
  - 9.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 9.6. 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.
- 9.7. 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.
- 9.8. 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.
- 9.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 9.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 9.11. 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 covered by the described insurance.
- 9.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.

- 9.13. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated.
10. 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. 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 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 11.1. 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.
- 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.3. 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. 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.

11.7. 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).

11.8. 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.

**End General Information**

## SCOPE OF WORK

12. The intention of this RFP is to provide various bulk and dispensed fuel products as needed by Adams County in accordance with the minimum requirements listed below. Proposers can recommend supplying fuel by means that are outside the current method as long as it meets the minimum requirements. Fuel must be available 24/7 for emergency operations. It is the intent of the County to award a single contract to a qualified proposer that meets RFP requirements.

## 13. BACKGROUND

Adams County is soliciting qualification information from firms interested in providing bulk and dispensed fuel. The County is seeking contractors that will provide quality product and exemplary service at competitive rates. Adams County Fleet Operations provides fuel for all County departments and divisions with the Sheriff's Office and the Transportation Department being the largest users.

Historically, the County has purchased fuel from a vendor that can deliver fuel to remote bulk locations as well as provide fueling stations near the County's main service center and other County buildings. The contract pricing was based on a cost plus markup structure.

The County has two repair facilities; the main repair facility is located at 4955 E 74<sup>th</sup> Avenue Commerce City and the secondary facility at 2550 Monroe Street Strasburg. The Commerce City location does not have bulk fuel tanks on site. The Strasburg location has two 12,000 gallon diesel and one 6,000 gallon gasoline bulk fuel tanks on site. The County has six remote "blade stations" with at least 1,000 gallon bulk storage on each site with locations listed below.

## 14. DISPENSING/DELIVERY

Fuel must be available for vehicles and equipment located at the main facility. Fuel deliveries must be made as needed to all bulk storage locations including the County's secondary repair facility and six other blade station locations listed below and any new locations added during contract term.

## 15. PRODUCT

Proposer must supply ultra low sulfur diesel and unleaded gasoline. The proposer must include specifications for fuels they intend to supply as a result of this proposal. Include specifications for, but not limited to, unleaded and premium unleaded gasoline, Bio diesel, #1 diesel, #2 diesel, and premium diesel products.

## 16. INVOICING



Invoice monthly with all price per gallon charges must be “delivered price” inclusive of any applicable taxes, environmental fees, surcharges, delivery, etc... Proposer shall fax or email the Oil Pricing Index Report (OPIS/BP Products) report to the Fleet Operations each Monday of each week

#### 17. TRANSACTION REPORTING

Proposer shall provide a transaction usage data report weekly. The report shall be suitable for downloading into the County’s automated shop management system at no additional cost. To include:

- 17.1. Vehicle number
- 17.2. Mileage
- 17.3. Transaction detail
- 17.4. Transaction location

#### 18. FUEL CARD PROGRAM-Contractor shall provide fuel cards for each vehicle to use at fueling stations.

- 18.1. Adams County 2013 Fuel Consumption and Fueling Locations:

| Strasburg |                |           |                   |                          |                    |
|-----------|----------------|-----------|-------------------|--------------------------|--------------------|
| Location  | Address        | Fuel Type | Tank Size Gallons | Miles From I-70 And I-25 | 2013 Usage Gallons |
| Strasburg | 2550 Monroe St | Diesel    | 2 x 12,000        | 33                       | 66,290             |
| Strasburg | 2550 Monroe St | Gasoline  | 1 x 6,000         | 33                       | 23,780             |

| Blade Stations                         |                       |        |       |    |        |
|--|-----------------------|--------|-------|----|--------|
| Whittier                               | 152nd & Imboden       | Diesel | 2,000 | 39 | 24,050 |
| Adena                                  | 152nd Ave & Bixler Rd | Diesel | 1,000 | 72 | 7,730  |
| Bennett                                | 3rd & Palmer          | Diesel | 1,000 | 30 | 11,690 |
| Byers                                  | 96th & Behrens Rd     | Diesel | 1,000 | 54 | 6,080  |
| Leader                                 | 112th & Mimosa        | Diesel | 1,000 | 62 | 7,250  |
| Shamrock                               | 104th & Shamrock Rd   | Diesel | 1,000 | 77 | 5,310  |
| Blade Station Total Diesel Consumption |                       |        |       |    | 73,950 |

| Fuel Dispensed From Vendor Location                 |                 | Fuel Type | 2013 Usage Gallons |
|---|-----------------|-----------|--------------------|
| Commerce City                                       | 5135 E 74th Ave | Diesel    | 235,420            |
| Commerce City                                       | 5135 E 74th Ave | Gasoline  | 130,650            |
| Brighton  | 725 S Main      | Diesel    | 3,090              |
| Brighton  | 725 S Main      | Gasoline  | 850                |
| <b>ADAMS COUNTY TOTAL DIESEL FUEL CONSUMPTION</b>   |                 |           | <b>378,750</b>     |
| <b>ADAMS COUNTY TOTAL GASOLINE FUEL CONSUMPTION</b> |                 |           | <b>155,280</b>     |

#### 19. PROPOSAL SUBMITTALS

- 19.1. Three references including names and phone numbers where the proposer has provided similar services.

- 19.2. Location(s) of the proposer's fueling centers.
- 19.3. Hours of operations
- 19.4. During snow emergencies fuel must be available 24/7
- 19.5. Location(s) of main supply storage.
- 19.6. Pricing proposal for:
  - 19.6.1. All types of fuel available at the proposer's fueling centers.
  - 19.6.2. Seasonal changes
  - 19.6.3. All types of fuel delivered to the County blade stations
  - 19.6.4. Seasonal changes
  - 19.6.5. Any other costs or fees related to fuel delivery
- 19.7. Statement that the proposer can provide and download information the County's fleet management system at no additional cost. To include;
  - 19.7.1. Unit number
  - 19.7.2. Miles at fueling
  - 19.7.3. Employee number
  - 19.7.4. Time and date of fueling
- 19.8. Full description of the Fuel Card Program.
  - 19.8.1. Including card costs
  - 19.8.2. Describe process to provide and maintain card program
- 19.9. Any other information or alternative fueling methods the proposer would like to submit to the evaluation committee.

## 20. Evaluation Criteria

- 20.1. Pricing
- 20.2. Locations/Hours of operation
- 20.3. Ability to download information to the county's fleet management system
- 20.4. References
- 20.5. Fuel card program
- 20.6. Location of main fuel storage

## **SAMPLE OF PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2014, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and WINNER123, located at ADDRESS123, 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 xxx and the Contractor's response to the RFP xxx 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 Contractor) to be performed by Contractor. If County requests such additional services, 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, 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.

### **3. TERM:**

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, 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, and approved by the Adams County Board of County Commissioners.

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, the sum of:

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:**

6.1. 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. The County is an equal opportunity employer.

6.1.1. 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

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. The 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 The 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 coverages or policies required under this Agreement.

## 9. TERMINATION:

9.1. 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.

9.2. 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.

## 10. MUTUAL UNDERSTANDINGS:

10.1. 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 Adams County, Colorado.

10.2. 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 §§ 8-17.5-101, *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).

- 10.3. OSHA: 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.
- 10.4. 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.
- 10.5. Assign ability: 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.
- 10.6. 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.
- 10.7. 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.
- 10.8. 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:

Department: Adams County (department name)

Contact:

Address:

City, State, Zip:

Phone:

E-mail:

Department: Adams County Purchasing

Contact:

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone:

E-mail:

Department: Adams County Attorney's Office

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6116

E-mail:

Contractor: Winner123

Contact:

Address:

City, State, Zip:

Phone:

E-mail:

10.9. 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.

10.10. 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.

10.11. 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.

## **11. CHANGE ORDERS OR EXTENSIONS:**

11.1. Change Orders: The County may, from time to time, 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 Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

**12. 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:

- 12.1. 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.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. 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.

- 12.7. 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).
- 12.8. If the 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.

### **Submittal Checklist**

- ☐ Response to RFP
- ☐ W-9
- ☐ Contractor's Certification of Compliance
- ☐ Proposal Form
- ☐ References

## 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:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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



**PROPOSAL FORM  
FUEL SERVICES 2014.075**

**VENDOR'S STATEMENT**

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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # \_\_\_\_\_ Addenda # \_\_\_\_\_  
If None, Please write NONE.

|                       |              |
|-----------------------|--------------|
| _____                 | _____        |
| Company Name          | Date         |
| _____                 | _____        |
| Address               | Signature    |
| _____                 | _____        |
| City, State, Zip Code | Printed Name |
| _____                 | _____        |
| County                | Title        |
| _____                 | _____        |
| Telephone             | Fax          |
| _____                 | _____        |
| E-mail Address        | _____        |



# ADAMS COUNTY FUEL SERVICES RFP 2014.075

450 SOUTH 4<sup>TH</sup> AVENUE  
BRIGHTON, CO 80601

APRIL 10, 2014

SUBMITTED BY: SAM HILL OIL INC.  
SHOCO OIL INC.  
P.O. BOX 867  
BRIGHTON, CO 80601  
303-659-5610  
WWW.SHOCOOIL.COM

# **SHOCO OIL INC.**

# **SAM HILL OIL INC.**

- FAMILY OWNED SINCE 1950
- COLORADO ADAMS COUNTY BASED PETROLEUM JOBBER
- KEEP FULL SERVICE
- TANK INSTALLATION CONTRACTOR FOR FUEL AND LUBRICANTS
- 24 HOUR COMMERCIAL FUELING CENTER
- 24 HOUR EMERGENCY SERVICE
- CERTIFIED SHELL LUBRICANTS DISTRIBUTOR
- CHEVRON & HAVOLINE 1<sup>ST</sup> SOURCE LUBRICANTS DISTRIBUTOR
- PRODUCER OF SHOCO LUBRICANTS
- PARTICIPATES IN NUMEROUS ADAMS COUNTY COMMUNITY PROJECTS.
- ADAMS COUNTY FAIR, PARADE, JUNIOR LIVESTOCK SUPPORTER
- ADAMS COUNTY EXPOSER POST – JUNIOR DEPUTY
- ADAMS COUNTY SHERIFF'S DARE PROGRAM
- ADAMS COUNTY OPERATION FREE BIRD TURKEY GIVEAWAY
- COMMITTED TO CUSTOMER SERVICE AND SATISFACTION

# **BLADE STATIONS, PRODUCT SUPPLY AND DELIVERY EQUIPMENT**

- IS A CONOCO PHILLIPS BRANDED FUEL JOBBER AND A UNBRANDED FUELING FACILITY
- HAS CAPABILITY OF PURCHASING FROM MANY SUPPLIERS – THIS PREVENTS THE INABILITY TO GET PRODUCT DUE TO SHORTAGE OR OUTAGE OF PRODUCT.
- PRODUCT IS PURCHASED ONLY FROM REPUTABLE TERMINAL, WHOSE PRODUCT **IS TESTED CONSISTANTLY TO BE SURE PRODUCTS IS IN FULL COMPLIANCE WITH INDUSTRY SPECIFICATIONS.**
- HAVE THE ABILITY TO PURCHASE FIXED FORWARD CONTRACT SPECIFICALLY FOR THE COUNTY. THIS WOULD ALLOW THE COUNTY TO TAKE ADVANTAGE OF THE DOWN MARKET.
- BLADE STATIONS ARE MONITORED AND PUT ON A “KEEP FULL” STATUS. THIS MEANS THAT SAM HILL OIL SHOCO OIL WILL KEEP THE TANKS AT ALL OF THE BLADES STATIONS FULL. THIS WILL ELIMINATE ANY COUNTY MANAGEMENT COSTS AND ENSURE THAT ALL TANKS HAVE PRODUCT IN THEM IN THE CASE OF SNOW STORMS OR EMERGENCY.
- **ALL WINTER DIESEL IS MANAGED BY SAM HILL OIL SHOCO OIL ACCORDING TO SEASONAL ABBIENT TEMPERATURES. WE BLEND OUR WINTER DIESEL WITH OUR PROPRIETARY SHOCO PREMIUM DIESEL ADDITIVE. THIS PRODUCT IS TESTING AT -40F COLD FILTER PLUG POINT. WE WILL ALSO MAINTAIN A BLEND OF 80/20 WITH SHOCO ADDITIVE FOR THE BLADE STATIONS AS REQUESTED BY THE COUNTY.**
- BIODIESEL IS **ONLY** BLENDED BY USING VIRGIN SOY OR CANOLA THAT MEETS ASTM SPECIFICATIONS. BIODIESEL IS ALSO FITLERED AND POLISHED TO 5 MICRO PRIOR TO SALE.
- DELIVERY TRUCKS INCLUDE THE FOLLOWING:
  1. 1996 CVY KODIAK 3000 GALLON BOBTAIL
  2. 1993 FRTL 5000 GALLON BOBTAIL
  3. 2006 FRTL 5000 GALLON BOBTAIL
  4. 2003 PETE 3000 GALLON BOBTAIL
  5. 1994 FRTL 8500 GALLON TANKER
  6. 1999 PETE 8500 GALLON TANKER
  7. 1997 FRTL 5000 GALLON BOBTAIL
  8. 1994 FRTL 8500 GALLON TANKER



# **24 HOUR CARD FUELING CENTER**

SAM HILL OIL INC.'S AND SHOCO OIL INC.'S CARD FUELING CENTER IS OPERATED WITH A GASBOY CFN II SYSTEM. THIS SYSTEM HAS THE CAPABILITY TO PROVIDE A VARIOUS NUMBER OF SERVICES.

## **SOME OF THE SERVICES ARE AS FOLLOWS:**

- 24 HOUR – 7 DAY ACCESSIBILITY
- CARDS CAN BE ENCODED DIFFERENTLY PER CARD
- CARDS CAN BE ENCODED TO ALLOW FOR ONLY ONE OR MORE PRODUCTS.
- CARDS CAN BE ENCODED TO LIMIT THE AMOUNT OF GALLONS THAT CAN BE PURCHASED PER TRANSACTION.
- CARDS CAN BE ENCODED TO ASK FOR ADDITIONAL INFORMATION FROM THE CARD USER.
- EACH CARD IS ISSUED A COMPUTER DETERMINED SECURITY PIN NUMBER
- RECEIPTS CAN BE PRINTED AT THE DISPENSORS AND LATER MATCHED TO INVOICES
- LOST OR STOLEN CARDS CAN BE LOCKED OUT AND NEW CARDS ISSUED WITHIN A MATTER OF MINUTES.
- SECURITY CAMERA MONITORS AT BOTH SITES WITH 24 HOUR TAPING.
- BOTH SITES HAVE 3208 CAT, 100KW BACK UP GENERATORS TO ENSURE OPERATION DURING AN EMERGENCY OR POWER OUTAGE.

## **THIRD PARTY FUELING CARDS**

- COUNTY WILL BE PROVIDED WITH A THIRD PARTY FUELING CARD.
- THESE WILL BE SHELL BRANDED STATION CARDS.
- CARDS WILL BE A NO COST TO THE COUNTY.
- TRANSACTIONS WILL BE INCLUDED IN THE INVOICING AND ELECTRONIC DOWNLOAD ONCE PER MONTH. THIS WILL STREAMLINE THE INFLUX OF DATA FOR THE COUNTY AND ELIMINATE THE COUNTY COST FOR COMPILATION OF THE DATA.

# **INFORMATIONAL REPORTS**

## **WEEKLY INVOICES**

- EACH WEEK AN INVOICE WILL BE GENERATED
- EACH INVOICE WILL PROVIDE THE FOLLOWING INFORMATION FOR EACH TRANSACTION:
  1. DATE
  2. TIME
  3. CARD NUMBER
  4. UNIT NUMBER/EMPLOYEE NUMBER
  5. DISPENSOR USED
  6. GALLONS PURCHASED
  7. PRODUCT PURCHASED
  8. PRICE PER GALLON
  9. EXTENDED TOTAL PER TRANSACTION
  10. ODOMETER READING OF UNIT
  11. MISCELLANEOUS FIELD FOR CITY USE
- EACH INVOICE WILL BE TOTALLED BY CARD NUMBER AND ALSO BY SITE

## **WEEKLY ELECTRONIC DATA DOWNLOAD:**

THE COUNTY WILL RECEIVE AN EMAIL EACH WEEK CONTAINING A DOWNLOAD OF ALL CARDLOCK PURCHASES. THIS WILL BE IN A FORMAT THAT WILL DOWNLOAD IN THE COUNTY'S "FASTER" SYSTEM.

## **MONTHLY REPORTS**

- A MONTHLY OR SEMIMONTLY REPORT CAN BE GENERATED TO PROVIDE TOTAL BY UNIT NUMBER/EMPLOYEE NUMBER.
- A MONTHLY STATEMENT CAN BE GENERATED SHOWING EACH WEEKS INVOICE AND ANY PAYMENTS MADE DURING THE MONTH.

## **SITE LOCATIONS AND ACCESSIBILITY**

HAVE SITES LOCATED AT:

725 SOUTH MAIN STREET  
BRIGHTON, CO 80601

5135 EAST 74<sup>TH</sup> AVENUE  
COMMERCE CITY, CO 80037

THE BRIGHTON LOCATION WAS SPECIFICALLY DESIGNED TO MAKE THE ACCESSIBILITY FOR LARGE COMMERCIAL VEHICLES. THE CLEARANCE HEIGHT OF THE CANOPY IS 14 FEET. THE FUELING BAYS CAN ACCOMMODATE TWO COMMERCIAL SIZE VEHICLES AT ONE TIME. THE FAR EAST DIESEL FUEL BAY IS A DUAL DISPENSOR. THIS ALLOWS THE FUELING OF SADDLE TANK SIMULTANEOUSLY. IN ADDITION, THERE ARE THREE DUAL SIDED GASOLINE DISPENSORS AND ONE GASOLINE/DIESEL FUEL DUAL DISPENSOR.

THE ACCESS OFF OF AND ONTO MAIN STREET HAVE BEEN DESIGNED TO ACCOMMODATE THE LARGER VEHICLES.

**THIS LOCATION IS AVAILABLE FOR USE OF FUEL CARDS 24 HOURS A DAY.**

THE COMMERCE CITY LOCATION IS A VERY LARGE COMMERCIAL FUELING CENTER. THIS LOCATION HAS TWO DUAL SIDED GASOLINE DISPENSORS AND FOUR DUAL DIESEL DISPENSORS. THE DIESEL DISPENSORS PUMP APPROXIMATELY 15 TO 20 GALLONS PER MINUTE. THIS REDUCES FUELING TIME. THERE IS ACCESS TO THIS LOCATION OFF OF 74<sup>TH</sup> AVENUE AND THE HIGHWAY 85 FRONTAGE ROAD.

**THIS LOCATION IS AVAILABLE FOR USE OF FUEL CARDS 24 HOURS A DAY.**

## **SECURITY**

BOTH LOCATIONS ARE MONITORED BY A SECURITY CAMERA SYSTEM. THE TAPES ARE RETAINED FOR A TWO-WEEK PERIOD. THESE TAPES ARE READILY AVAILABLE FOR VIEWING BY THE CITY. THIS SYSTEM ENABLES THE VIEWING OF SUSPICIOUS TRANSACTIONS AND HELPS PREVENT THE MISUSE OF THE CARDS.

## **EMERGENCY SITUATIONS**

SAM HILL OIL INC. SHOCO OIL INC. CURRENTLY MAINTAIN A STORM WATER DRAINAGE PLAN. RAINWATER IS DIRECTED TO A CONTAINED AREA IN THE SOUTHWEST END OF THE PROPERTY. THIS PLAN WILL ENSURE THAT THE CARD FUELING ISLAND ARE KEPT FULLY ACCESSIBLE IN THE EVENT OF A FLOODING SITUATION.

DIESEL FUEL AND GASOLINES WILL BE AVAILABLE 24 HOURS A DAY IN THE EVENT OF A SNOW STORM OR EMERGENCY.

**BOTH LOCATIONS ARE EQUIPPED WITH A GENERATOR WHICH IS CAPABLE OF ENSURING OPERATION DURING AND IN THE EVENT OF ELECTRICAL FAILURE.**

# PRICING

ALL PRICING WILL BE MARKUP OVER OPIS.

## FUEL AT COMPANY'S FUELING CENTERS

|                             |               |
|-----------------------------|---------------|
| UNLEADED                    | .045 per gal. |
| #2 DIESEL, #1 DIESEL        | .045 per gal. |
| SHOCO PREMIUM WINTER DIESEL | .075 per gal. |

## FUEL DELIVERED TO BLADE STATIONS

|                             |              |
|-----------------------------|--------------|
| UNLEADED                    | .06 per gal. |
| #2 DIESEL, #1 DIESEL        | .06 per gal. |
| SHOCO PREMIUM WINTER DIESEL | .09 per gal. |

## THIRD PARTY FUEL CARD TRANSACTIONS

ALL PRODUCTS PURCHASED AT ANY THIRD PARTY LOCATION WILL BE BILLED AT .01 PER GALLON OVER TRANSACTION PRICE PER GALLON. THIS WILL COVER OUR ADMINSTRATIVE COST.

### ADDITIONAL COST PER GALLON:

|                           |                       |        |
|---------------------------|-----------------------|--------|
| • FEDERAL SUPERFUND       | GASOLINE – OXYGENATED | .00171 |
|                           | GASOLINE –            | .0019  |
|                           | DIESEL FUELS          | .0019  |
| • ENVIRONMENTAL SURCHARGE | ALL PRODUCTS          | .0125  |

IN THE EVENT THAT THIS RATE IS CHANGED BY THE STATE, THE COUNTY WILL BE GIVEN NOTICE.

EMERGENCY AFTER HOUR SERVICE WILL INCUR A CHARGE OF 125.00 PER HOUR.

# **REFERENCES**

## **BRIGHTON SCHOOL DISTRICT 27J**

ATTN: TED  
630 SOUTH 8<sup>TH</sup> AVENUE  
BRIGHTON, CO 80601  
303-255-2870

WESTERN DISPOSAL  
ATTN: MIKE SEADER  
5880 BUTTE MILL ROAD  
BOULDER, CO 80301  
303-818-8600

## **BRANNAN COMPANIES**

ATTN: CHUCK IRSICK  
2500 EAST BRANNAN WAY  
DENVER, CO 80229  
303-534-1231

**2014.075**

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**Addendum #1**

**Fuel Services**

**BID OPENING**

**April 10, 2014  
Time: 2:00 p.m.**

**Location: Adams County Government Center  
4430 South Adams County Parkway  
Brighton, CO 80601**



The Intent of this addendum is to answer questions posed during the questions and answer period.

1. What does the weekly transaction report consist of? Is it an Excel spreadsheet? Can you provide us with an example? Column Descriptions are as follows:

| Transaction# | Location | Unit# | Miles | Date    | Time | Fuel<br>Type | Gallons | Cost  |
|--------------|----------|-------|-------|---------|------|--------------|---------|-------|
| 205852       | 2001     | 56    | 79446 | 3232014 | 1:50 | 12           | 12.76   | 37.91 |
| 205853       | 2001     | 63    | 87234 | 3232014 | 1:54 | 22           | 5.14    | 15.81 |
| 205854       | 2001     | 47    | 40307 | 3232014 | 2:23 | 12           | 7.23    | 21.48 |
| 205855       | 2001     | 132   | 81194 | 3232014 | 2:45 | 12           | 6.78    | 20.14 |
| 205856       | 2001     | 43    | 35460 | 3232014 | 2:46 | 12           | 6.83    | 20.3  |

2. If tanks were to be installed at your Commerce City location, do you expect the vendor to still do a weekly recap? Yes. If on site fuel tanks are installed I need to know how it is dispensed and tracked.
3. What do you use to winterize the diesel fuel? It is vendor provided at this time.
4. What is the length of the contract? The county is looking at a one plus 2 renewals
5. Would the county consider above ground tanks located at the Fleet Building? The county would look into that possibility.
6. How many vehicles are carded? 370 some have dual cards.

END OF ADDENDUM #1

END OF ADDENDUM #1

**ROCKY MOUNTAIN**  
E-Purchasing System

SOLICITATIONS &amp; AWARDS

MY ACCOUNT

LOGOUT

**Need Help?**

Contact Vendor Support

(800) 835-4503

Monday - Friday, 8am-5pm  
(Eastern)**Open Bid Opportunities****RFP-JT-2014.075 - Fuel Services****Addendum 1****Original Solicitation Information**

|                             |                                   |
|-----------------------------|-----------------------------------|
| Document Title:             | Fuel Services                     |
| Document Number:            | RFP-JT-2014.075                   |
| Original Deadline:          | 4/10/2014 prior to 2:00 PM M.D.T. |
| Original Question Due Date: | 04/01/2014 03:00 PM M.D.T.        |
| Purchasing Agent:           | Ms. Jennifer Tierney              |

**Addendum 1 Detail**

|                             |  |
|-----------------------------|--|
| Date Issued:                | 04/03/2014   |
| New Deadline for Responses: | No   |
| Cancelling Solicitation:    | No   |
| New Question Due Date:      | No   |
| Pre-Bid Meeting Changed:    | No   |
| Details:                    | Answers to questions posed during the Question and Answer period |
| Attachments:                |  |

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**SourceSuite**  
SourceSuite Procurement Solutions

### Submittal Checklist

- ☒ Response to RFP
- ☒ W-9
- ☒ Contractor's Certification of Compliance
- ☒ Proposal Form
- ☒ References



**PROPOSAL FORM  
FUEL SERVICES 2014.075**

**VENDOR'S STATEMENT**

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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Addenda # \_\_\_\_\_  
If None, Please write NONE.

|                               |                             |
|-------------------------------|-----------------------------|
| <u>Shoco Oil Inc</u>          | <u>4-7-14</u>               |
| Company Name                  | Date                        |
| <u>P.O. Box 847</u>           | <u>Rebecca J. Hohnstein</u> |
| Address                       | Signature                   |
| <u>Brighton, CO 80601</u>     | <u>Rebecca J. Hohnstein</u> |
| City, State, Zip Code         | Printed Name                |
| <u>Adams</u>                  | <u>Sec</u>                  |
| County                        | Title                       |
| <u>303-659-5616</u>           | <u>303-659-5696</u>         |
| Telephone                     | Fax                         |
| <u>bhohnstein@shocoil.com</u> |                             |
| E-mail Address                |                             |

## 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:

SHOCON Inc  
Company Name

4/7/14  
Date

Rebecca J Hohnstein  
Name (Print or Type)

Rebecca Hohnstein  
Signature

Sec  
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

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

|   |   |
|---|---|
| Name (as shown on your income tax return)<br><b>SHOCO OIL INC.</b>  |   |
| Business name/disregarded entity name, if different from above<br><b>SHOCO OIL INC OR SAM HILL OIL</b>  |   |
| Check appropriate box for federal tax classification:<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><br><input type="checkbox"/> Other (see instructions) ▶ _____ |   |
| Exemptions (see instructions):<br><br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____  |   |
| Address (number, street, and apt. or suite no.)<br><b>P.O. BOX 867</b><br>City, state, and ZIP code<br><b>BRIGHTON, CO 80601</b>  | Requester's name and address (optional) |
| List account number(s) here (optional)  |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Social security number |  |  |   |  |  |   |  |  |
|------------------------|--|--|---|--|--|---|--|--|
|                        |  |  | - |  |  | - |  |  |

| Employer identification number |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|
| 8                              | 4 | - | 1 | 2 | 7 | 5 | 0 | 9 |

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

|           |   |                      |
|-----------|---|----------------------|
| Sign Here | Signature of U.S. person ▶ <i>Rebecca H. Hansen</i> | Date ▶ <i>4/7/14</i> |
|-----------|---|----------------------|

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [irs.gov](http://irs.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- in the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- in the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- in the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . .  | THEN the payment is exempt for . . .  |
|--|---|
| Interest and dividend payments   | All exempt payees except for 7  |
| Broker transactions  | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4   |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 5 <sup>2</sup>   |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4   |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.



**What Name and Number To Give the Requester**

| For this type of account:   | Give name and SSN of:   |
|---|---|
| 1. Individual   | The individual  |
| 2. Two or more individuals (joint account)  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor <sup>2</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law  | The grantor-trustee <sup>1</sup><br>The actual owner <sup>1</sup>                                       |
| 5. Sole proprietorship or disregarded entity owned by an individual   | The owner <sup>3</sup>  |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))   | The grantor <sup>4</sup>  |
| For this type of account:   | Give name and EIN of:   |
| 7. Disregarded entity not owned by an individual  | The owner   |
| 8. A valid trust, estate, or pension trust  | Legal entity <sup>4</sup>   |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553   | The corporation   |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization   | The organization  |
| 11. Partnership or multi-member LLC   | The partnership   |
| 12. A broker or registered nominee  | The broker or nominee   |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity   |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))   | The trust   |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@ftc.gov](mailto:spam@ftc.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.