ADAMS COUNTY, COLORADO PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 10 day of 10 located 2015, 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 ASCENT AVIATION GROUP, INC., located at One Mill Street, Parish, New York 13131, 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 2015.205 and the Contractor's response to the RFP 2015.205 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. <u>RESPONSIBILITIES OF THE COUNTY:</u> The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement, as referenced in Section 1 above.

3. TERM:

- 3.1. <u>Term of Agreement:</u> The initial term of this Agreement shall be for one (1) year from the date of execution, unless sooner terminated as specified elsewhere herein.
- 3.2. Extension Options: The County, at its sole option, may offer to extend this Agreement as necessary for up to one (1) option year extension providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.
- 4. <u>PAYMENT AND FEE SCHEDULE:</u> The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, in an amount not to exceed Seven hundred forty-seven thousand, five hundred and thirty-eight dollars and no cents (\$747,538.00).

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

8.1.1. Each Occurrence:8.1.2. General Aggregate:

\$1,000,000 \$2,000,000

8.2. <u>Comprehensive Automobile Liability Insurance</u>: to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage:

\$1,000,000 (each accident)

8.2.2. Personal Injury Protection:

Per Colorado Statutes

8.3. Workers' Compensation Insurance:

Per Colorado Statutes Not Applicable.

8.4. <u>Professional Liability Insurance</u>: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence:

\$1,000,000

- 8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
 - 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
 - 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. <u>Licensed Insurers</u>: 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. <u>Proof of Insurance</u>: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.

9. WARRANTY:

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

10. TERMINATION:

- 10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 10.2. <u>For Convenience</u>: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

11. MUTUAL UNDERSTANDINGS:

- 11.1. <u>Jurisdiction and Venue</u>: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.
- 11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and

that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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

County:

Department: Adam

Adams County Front Range Airport

Contact:

David E. Ruppel, Airport Director

Address: City, State, Zip:

5200 Front Range Parkway Watkins, Colorado 80137

Office Number:

303-261.9103

E-mail:

DRuppel@ftg-airport.com

Department:

Adams County Purchasing Division

Address:

4430 South Adams County Parkway, Suite C4000A

City, State, Zip:

Brighton, Colorado 80601

Department:

Address:

Adams County Attorney's Office 4430 South Adams County Parkway

City, State, Zip:

Brighton, Colorado 80601

Contractor:

Company:

Ascent Aviation Group, Inc. Daniel Gallegos, Sales Executive

Contact: Address:

One Mill Street

City, State, Zip:

Parish, New York 13131

Office Number:

1.480.824.3338

E-mail:

dgallegos@wfscorp.com

Contact:

Stephen Highet, Director, Sales-West

Address:

2508 NE 13th Avenue

City, State, Zip:

Portland, OR 97212

Office Number:

1.503.412.8837

E-mail:

shighet@wfscorp.com

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

12. CHANGE ORDERS:

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

- 13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
 - 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
 - 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
 - 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
 - 13.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
 - 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:	
ASCENT AVIATION GROUP, TWC.	12/8/15 Date
Quelen	•
Signature	
OWEN BUSCH	
Name (Print or Tyne)	

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

VILL PRESIDEN

Title

Signature Page

My commission expires on:

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

BOARD OF COUNTY COMMISSIONERS ADAMS COUNTY, COLORADO	
By: Charles	December 10,2015
Chairman	Date:
CONTRACTOR ASCENT AVIATION GROUP, INC.	
By: Ower Buset	12/8/15
Name (Print or Type) Automatical Section (Print or Type)	Date: VILE PRESIDENT
Authorized Signature	Title
Attest: Stan Martin, Clerk and Recorder	PHOMO Deputy Clerk
APPROVED AS TO FORM: Adams County Attorney's Office	By: Attorney's Signature
NOTARIZATION: COUNTY OF Hillsborough STATE OF FI	JULIA RYAN Commission # FF 013131 Expires June 11, 2017 Bonded Thru Troy Fun Insurance 800-388-7019
Signed and sworn to before me this Standard day of necember, 2015,	
by	and the same of th
Notary Public	



September 2, 2015

Front Range Selection Committee Front Range Airport 5200 Front Range Parkway Watkins, CO 80137-7131

Formal Response to Supplemental Questions

The evaluation committee would like the opportunity to meet with you on September 2, 2015 at 2:00 pm at the Front Range Airport. Let me know this afternoon if you accept this date and time. In preparation for the meeting, the committee has the following questions:

- 1. How would you manage the transition to ensure that FTG would be able to continue operations?
 - A. We have an FBO Solutions Team that will come out during the initial start up to ensure thorough understanding and operations of the systems, processes and programs
- 2. Do you offer a way for FTG to purchase only the parts of TFBO that we need or would we need to purchase the entire program?
 - A. Yes. However, as you already paid for the entire package, it would be redundant to set that program aside and sign up for the Total FBO Web, a service which has a monthly fee in lieu of an upfront payment. I would suggest this option be discussed prior to renewing your subscription next year.
- 3. What kind of long term maintenance is provided for leased/purchased fuel trucks?
 - A. Below is the Maintenance language of our standard truck lease, a sample lease is enclosed.

LESSEE MAINTENANCE. Lessee agrees to maintain the Refueler in accordance to the requirements of Exhibit "A" attached hereto and made a part hereunder. Approved changes in maintenance responsibilities will require Exhibit "A" of this Lease Agreement to be modified accordingly by written amendments executed by Lessor and Lessee. If Lessee fails to perform any maintenance or repair for which Lessee is obligated hereunder within ten (10) days after notification and request by the Lessor, the Lessor may (without prejudice to its other rights on account of such breach of this Lease Agreement) perform such maintenance or repair and shall be reimbursed by Lessee on demand for all reasonable, necessary and documented costs incurred by the Lessor relating to the necessary maintenance or repair.



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LESSOR MAINTENANCE. The Lessor shall provide major repairs and/or replacements, as set forth in Exhibit "B" attached hereto and made a part hereof, for the vehicle drive train (engine, transmission, differential) and product delivery system (pumps, power take-off) which, in Lessor's sole but reasonable judgment, are not necessitated by Lessee's neglect, abuse, accident or failure to perform maintenance as provided in this Lease Agreement for a period of twelve (12) months. Lessee shall provide, at Lessor's request, documentation that all Preventive Maintenance and Inspections, as required by the manufacturer of the refueler and this Lease Agreement, have been completed. All other repairs and replacements of the Refueler which the Lessor deems necessary or desirable shall be made by and at the expense of the Lessee.

4. What is the price for our choice of 'Passur, Flightaware Toolbox or Argus TRAQPak through World Fuel?

A. FlightAware with one AMSTAT License: \$122.50/month; Retail: \$260 B. ARGUS TraqPak \$495.00/month; Retail: \$695

C. Passur \$550.00/month; Retail: \$850

Additional details enclosed

5. Do you have any other Point of Sale besides TFBO?

A. Yes, MyFBO, and AvPOS - Additional details enclosed

6. What training do you offer for the CSR's and Line Service Techs?

- A. The WFSN e-Learning Tool is a unique, online training program which was established for WFSN Members in order to strengthen the knowledge base made available to your FBO personnel. The WFSN e-Learning Tool includes the following training modules:
- 1) Around the World with AVCARD A training module that provides suggestions on how best to ask for your preferred credit card & promote the advantages to pilots and flight crews with FlyBuys training included.
- 2) Aviation 101 A training module for a new employee to introduce them to the Aviation industry which covers terminology and basic FBO information.
- **3) Customer Service Standards** A training module detailing the customer service ideals that every FBO should have in place at their operation and specifics on communication and protocol in all EBOs
- **4) WFSN Content Library** A resource library for your easy access and retrieval of forms, guidelines and communications when you need them. Additional details enclosed

Line Service Training is available online through National Air Transportation Association (NATA) Professional Line Service Training (PLST) Website. Each FBO is allocated and reimbursed for a certain number of Refueler or PLST Online training positions and preferential pricing on all NATA Safety 1st training programs offered.

This industry-recognized training program consists of comprehensive line service curriculum including:

1) Fuel quality assurance testing

- 2) Refueler operations-Fueling operation details-
- 3) Misfueling prevention-Fuel farm management-
- 4) Customer service training-
- 5) PLST Online fire safety training and certification meeting 14 CFR Part 139 Section 321 Fire training requirements.

NATA Safety 1st Professional Line Service Training teaches in-depth best practices for safety on the ramp and detailed towing practices and security procedures. Upon successful completion of the PLST program, students receive a Safety 1st Certificate and uniform patch. Additionally, World Fuel coordinates annual customer service training sessions with entities such as Ritz Carlton for qualifying FBO's attendance. Additional details enclosed

- 7. Does World Fuel accept all contract fuel cards?
 - A. Yes, additionally we handle the processing for all other contract fuel providers, so you have only one statement to reconcile.
- 8. Does FTG receive a booth space at the Schedulers and Dispatchers?
 - A. Yes, 2016 (Tampa, FL) Additional information on S&D enclosed
- Is there an ala-carte TFBO available? Pay for only what we need.
 - A. Yes, Total FBO Web see the answer for question 2
- 10. What is the cost of Traqpak and other programs to Front Range Airport?
 - A. See Question 4.

1. FlightAware w/ one AMSTAT License: \$122.50/month; Retail: \$260

2. ARGUS TraqPak \$495.00/month; Retail: \$695

3. Passur \$550.00/month; Retail: \$850

- 11. Will Front Range Airport be published in media on a regular basis or just initial announcement?
 - A. We use a combination of print and digital media marketing communications; Initial press release and then on a rotating basis; finally, for special events on an as requested basis. Samples enclosed
- 12. Will World Fuel Services pay for one trip to schedulers and Dispatchers?
 - A. See Question 10:
 - 1. Yes, 2016 (Tampa, FL). We would be delighted for you to join us. This year will be especially important to us.
- 13. How long will it take to rebrand trucks, signs, carpets etc., and at whose cost and man power?
 - A. Sign installation time is dependent upon permits, but generally, expect 45 days.
 - B. World Fuel Services covers all the cost of rebranding, and will contract the services with a qualified (license & bonded) sign / decal installation company.

14. What kind of lease fuel truck maintenance/repair is included in lease?A. See Question 3:

William C Hougland

WORLD FUEL SERVICES, INC.

Bulk Sales Manager, Mid-Continent,

Business Aviation

cc: S Highet

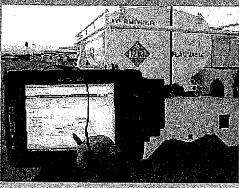
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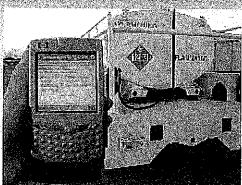
Enclosures:

Refueler lease Agreement Ascent NATA Training Program Welcome Aboard Kit Sample Advertisement, Press Releases



MyFBO com Mobile Systems are based on cost effective off-the-shelf hardware components to save you money.





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926 Main Street Danville, VA 24541

434-793-6800 support@myfbo.com

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MyFBO.com System Features

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- Integration of inventory, point-of-sale (POS) and financial reports
- Billing and Collection
- · Active prospecting
- PCI-compliant credit card processing

Your customers will love...

- Facilitates accounting
- Balance tracking
- Compatible with PDAs, PCs, Macs and tablets

Benefits to You

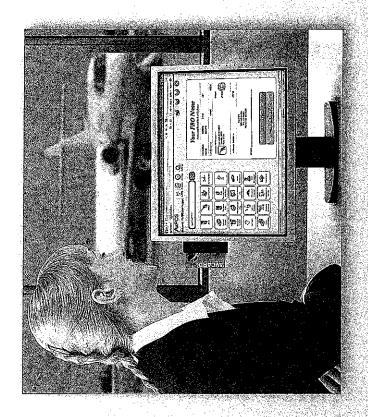
- Eliminate losses
- Enhance operations
- Save you and your staff time
- Track inventory

MyFBO.com Advantages

- · Zero setup fees, no contract
- 100% Web-Based—Nothing to Install
- Easy to use
- Multiple locations supported
- Turnkey technical support

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The AvPOS system can be used on the ramp to transact sales on smart devices such as the iPad and iPhone.

Now...Process FBO transactions with greater ease & reliability:

If your FBO is still using the older bulky style credit card processor, you're taking a risk on generating costly errors.

With AvPOS, you get a web-based desktop POS system that eliminates double entry of data for a more reliable solution. Plus it's affordable and user friendly.

Simple icons display basic FBO transactions, such as Fuel, Catering, APU Service, LAV Service, Landing Fees, etc....depending on your needs.

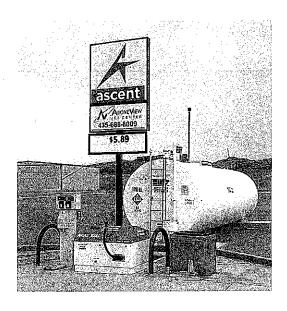


Choose icons, enter amounts, select Payment Method and you're done. Simple as 1,2,3...

Key Features Include:

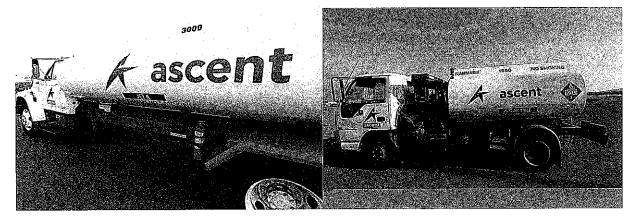
- Eliminates double entry of data for greater reliability
- 100% Web-Based
- Login Anywhere in Your FBO
- Can Use With Mobile Devices
- Integrated PCI Compliant Card Processing
- Save Credit Cards on File
- Basic Fuel and Revenue Reporting
- Multiple Tax & Discount Levels Supported
- Automatic Batching & Cash Drawer Reconciliation
- Guaranteed Privacy & Ownership of Data
- Safe & Secure/Daily Backups
- Unlimited Customer Service & Support
- Compatible with popular FBO management software

For more Information call 434-793-6800, or email: support@avpos.com

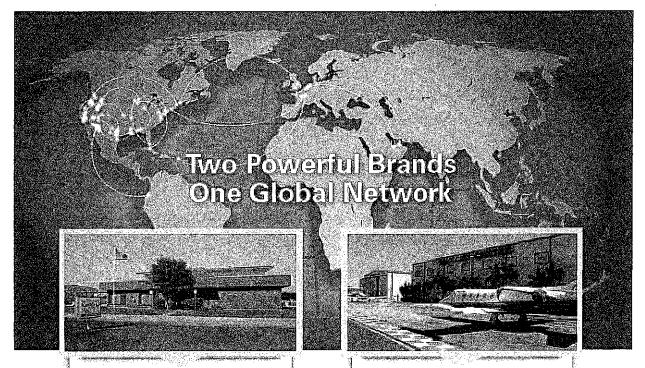


Sample Ascent Branded Trucks:









Harbour Air Services Traverse City, MI (KTVC)

Harbour An Services is incated at the Cheny Capital Airport (KTVC) in Traverse City, Mi providing exceptional services in all visitors in Northern Michigan, Fuel, hangar, and de-iding services available.

Phone: 818-988-8385 . cwalker@castlecooke.com



World Fuel Services Network includes Ascent & Phillips 66 fuel branded FBOs

866,695,7772 | WORLDFUEL,COM | 8000 BAYPORT DRIVE, SUITE 470 TARPA, FL 33607

e bet i Welli Pull de reion De pour les

Sano Jet Center Fort Lauderdale, FL (KFXE)

Sano Jet Center's new \$5,000,000 expansion at FXE is well on its way. The construction, which adds 4 more series of aircraft paining area and 43,000 sq. ft. of new corporate hanger space, is on time and expected to be completed by December 1, 2019.

Phone: 808-548-2948 . tmarlow@castlecooke.com



NBAA 2012 booth C9006



AC-U-KWIK · ALERT

Business aviation news from AC-U-KWIK March 21, 2013



ON THE RADAR

NBAA Letter to FAA Underscores Industry's Pressing Tower-Closure Concerns

As the Federal Aviation Administration (FAA) prepares to finalize a plan for closing nearly 170 air traffic control towers and other facilities, National Business Aviation Association (NBAA) President and CEO Ed Bolen wrote the FAA to outline the business aviation community's significant concerns with the plan, and offer proposals for mitigating the situation.

FULL ARTICLE

GENEVA

LIP A DE RAVIORS

Exclusive at Geneva Airport

LSGG

Concord Jet Service (KCCR) Branded Ascent Joins the Rapidly Expanding World Fuel Services Network of FBOs

World Fuel Services announced that Concord Jet Service is the latest dealer to join the rapidly expanding World Fuel Services Network as an Ascent-global fuel branded FBO.

FULL ARTICLE



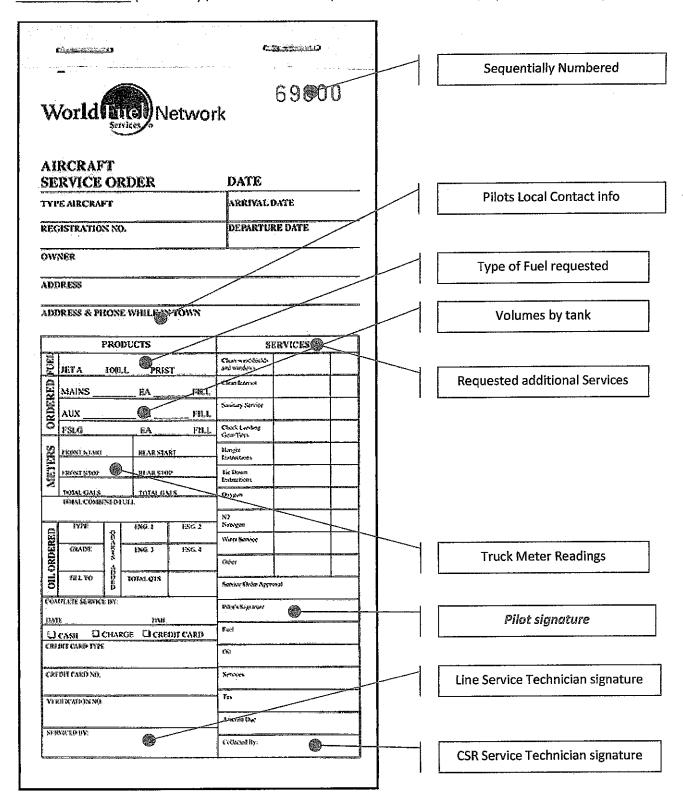
Advertisement





World Fuel Services Network Aircraft Service Order Booklets (pkg/50)

www.fbo-store.com (WFS-0003) \$4.55 box of 50 books; each book has 50 tickets; 3 part Carbonless copies





HearGonnear

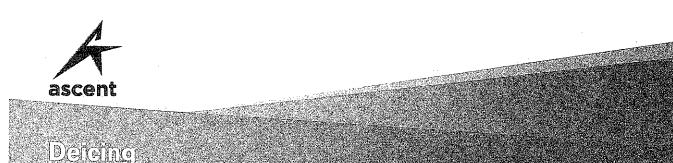
Eliminate lost sales, and improve safety performance & accounting controls

Program Features:

- Accurate accountability of fuel dispensing in real time
- World Fuel Services Network engages airport authorities for any necessary approvals

System Features:

- Preventative maintenance intervals based on fuel consumption
- Button ID Tags are easy to install for all types of equipment
- No fueler input required to fuel equipment
- Simply log on and start fueling
- Improves productivity of fuel personnel
- Prevents mis-fuelings
- Differentiates between on-road & off-road fuel for tax filing
- Identifies under-utilized equipment
- Improves tracking of fleet equipment
- Reduces fuel loss due to theft
- Reduces clerical time and manual mistakes



A comprehensive, cost-effective, end-to-end solution for new opportunities in winter operations

World Fuel Services, through our deicing division, we are able to offer the most complete line of aircraft deicing products in the industry. Deicing is the US Channel Partner with The Dow Chemical Company, the world's largest producer of Propylene Glycol, suppliers of UCAR PG ADF™, and UCAR Flightguard AD-49™.

Deicing product and service features include:

- Glycol storage tank with purchase and finance options
- FREE laboratory sample testing of Dow fluids
- Flexible delivery options: tote, drum and bulk fluids
- Glycol proportioner solutions
- Vendor Managed Inventory: monitoring of fluid levels in tanks and charges for products used weekly
- Tank distribution and competitive pricing for steel and plastic tanks from 2,000 50,000 gallons
- Station visits and purchasing trends review to assist with inventory optimization, reducing fluid costs
- Preferred pricing and no inventory costs where Ascent owns consignee storage for airlines at regional airports.



Total GA Online Quality Assurance Line 2 Gustomer Service Training

Distinguish your operation with well-trained, professional employees

Ascent provides a comprehensive employee training program to its FBO network by combining NATA Safety 1st for line service training and e-learning modules for Aviation 101 basics and customer service, because we know that knowledge, skill and safety are critical to your operation's success.

Our preferred program with NATA Safety 1st, provides your personnel with the line service training they need and is provided to you at no cost based on fuel purchased annually. NATA Safety 1st and our World Fuel Services Network web-based training program provides instruction and testing for airport personnel. It focuses on the safe handling of aviation fuels, and customer service:

NATA Safety 1st:

- The Industry Standard for Line Service Specialists
- · Consistent, Efficient Initial and Recurrent Training
- Self-Paced, Self-Directed and Easy to Administer
- FAA Approved 14 CFR Part 139 Section 321 Fire Training
- Covers 32 Comprehensive Line Topics

Aviation 101

This on-line course serves as an introductory training for new employees. Content includes a wide variety of topics, including fuel and service orders, general aviation terms and procedures.

Customer Service Training

This on-line course program provides the student with all the fundamentals of the aviation industry and FBO operational standards in regards to Customer Service.

Line Service Live Regional 139 Training for Initial & Recurrent

Provided by WFS instructors and scheduled regionally at various locations and times throughout the year.



Productiability insurance

Peace of mind for coverage, in case of a major catastrophe

You know the risk associated with every aspect of fuel handling. We do, too – so we designed our liability insurance program with you in mind:

- Ascent provides \$75 million of excess liability coverage to qualifying, participating FBO customers the highest amount of coverage in the industry.
- This coverage supplements your primary insurance policy for certain risks associated with fueling-related incidents.



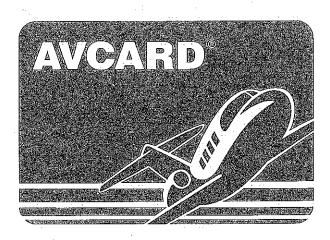


/ANVÆVATRIÐY

Accept the card carried by flight departments worldwide

AVCARD® isn't just a card; it's Ascent's partnership with you to ensure that cardholders receive exceptional service from the point-of-sale through the entire transaction cycle. AVCARD makes it easy for you and your FBO to do business with your cardholding customers.

- Decrease credit card expense with AVCARD
- Save with rates significantly lower than other Aviation-specific credit cards
- Enjoy lower blended rate than most bank cards
- Increase customers' use of AVCARD with strategies presented in our Customer Service Training
- Get Points! FlyBuys Reward points automatically accrue to registered cardholders when they link their accounts to their FlyBuys Rewards Program and these automatic rewards are free for the FBO.
- Join other AVCARD acceptors marketed by our worldwide sales force
- Receive free listing on the AVCARD website highlighting your FBO



Hwends Program

Features for Flight Departments:

Open to influential members of any flight department, including pilots, flight crew, schedulers and dispatchers. FlyBuys members earn points automatically when they link their AVCARD®, Alliance - World Fuel Services Contract Fuel and BaseOps International Trip Planning accounts:

Alliance-World Fuel Services contract fuel

- 1 point per 1 gallon at World Fuel Services Network FBOs
- 2 points per 1 gallon at Air Elite FBO Locations

AVCARD purchases

- 1 point per \$10 spent at Out-of-Network FBOs
- Double points at World Fuel Services Network FBOs
- 1 point per \$5 spent
- Quadruple points at Air Elite FBO locations
 1 point per \$2.50 spent

BaseOps services

- 1 point for every \$1
- 2 points per \$1.00 spent at World Fuel Services Network
 & Air Elite FBO Locations

Points can be accumulated at the corporate, department, or individual level.

Rewards include gift cards, travel rewards, charitable donations and World Fuel Services invoice credits.



FMBUYS Rewards Program

The Most Points, The Most Places,

FlyBuys™ Rewards Program is the most comprehensive rewards program in Business & General Aviation for both reward members and FBOs.

Features for FBOs:

- Pay no fee for basic FlyBuys participation. World Fuel Services Network provides points for free, awarded automatically when members link their purchases through AVCARD®, Alliance World Fuel Services Contract Fuel and BaseOps International Trip Planning.
- Your customers earn "double" reward points on AVCARD transactions (1 point per \$5 of spend) when your FBO is part of the World Fuel Services Network.

More Features for Participating FBOs:

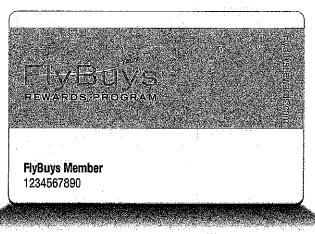
• Buy additional FlyBuys points at 2¢/gallon. It's a cost-effective alternative to cutting margins, drives loyalty to your FBO, provides incentives for larger uplifts and increases customer satisfaction.

More Perks for the Participating FBOs:

No enrollment fee / no usage fees (only cost is for FBO-awarded points).

• Extensive marketing and promotional support, including free advertising, email mass marketing, and direct

access to members and customer data.





Lainalas

The largest, most competitively priced fleet in the industry

What delivers your customer's first impression of your FBO?

It is either your sign or the refueler equipment. World Fuel Services Network refueler fleet features professional, high quality equipment, making a powerful statement about the quality of both your FBO and the Ascent global fuel brand.

Expect the following from our fleet:

- New and used refueler options
- Multiple tank sizes
- Flexible financing options to ease the method of payment
- Maintenance programs
- Imaged in your FBO name and logo
- Inspected regularly to assure performance
- Operational videos available online
- Training available in regional seminars
- Options include FSII additive injector, wireless transaction transmission
- Additional Refueler fleet support available for major events



Madeing Programs

Market intelligence with proven channels and techniques

Marketing & Advertising:

- Partner your staff with our in-house marketing team to create proven, customized and integrated marketing using options you select:
- Special network discounts for real time and historical flight tracking data through TRAQPak or Passur
- Co-op advertising and marketing program allowance to assist with expense reduction
- Assistance with electronic direct mail marketing campaigns
- Advertising in aviation industry trade publications Aviation International News, NATA – Airport Journal and ProPilot
- Digital Media advertising in FlightAware.com, Fltplan.com and AirNav.com
- Press strategies and press release development for your FBO
- FBO spotlight article in our newsletter
- Assistance with print and online advertising development
- Industry-leading tradeshow support and NBAA and Schedulers & Dispatchers kiosk programs
- FBO promotion and event strategies for on-airport and regional promotions/events
- Website development consultation
- Monthly notification of brand and program advertising
- Quarterly customer newsletter

Imaging:

- Select our high-impact signage to impress passengers and flight crew members:
- Signage and installation provided at no cost (other than electrical requirements)
- Single or combined branding options: include Ascent, and your FBO company name, and/or fuel brands on one sign
- Styles include monument, pole or wall mounted
- Illuminated signs guide pilots to the FBO
- Professional and modern indoor sign for your lobby



FECASION OF

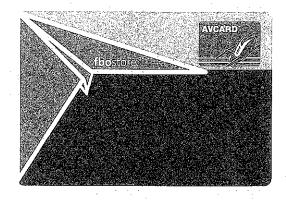
Get all you need from our online store

Order products online, shipped directly to your door. Enjoy discounted prices on many items.

Products include:

- Fuel Filters and Fuel Filtration Supplies
- Anti-Icing Additive (FSII)
- Fueling / Fuel Farm Equipment
- Fuel Quality Control Supplies
- Ramp Safety Equipment
- Marketing support materials
- General FBO supplies
- We provide you an FBO Store AVCARD to make purchasing easy

Place Your Order Today! www.FBO-Store.com

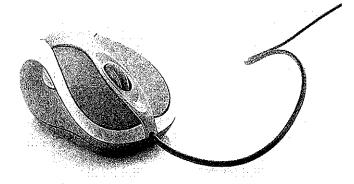




Online Acres

Your online window for all your business needs

- Track your fuel orders, review pricing and retrieve invoices at your convenience
- Verify receipt and payment information for all your credit card transactions
- Download standard operational forms and helpful information
- Access training videos and materials
- Always available!





Gradii: Cand Processing

Ascent's alternative to the high cost of credit card processing

Point-of-Sale (POS) Machine & FBO Software Options:

- Designed for the smaller FBO
- Easy-to-use credit card POS option for all the major aviation and bank credit cards
- Desktop, web-based system (provided by AHT)
- Other options available

FBO Software = Solution Benefits:

- AHT aggregates transactional volume for more cost-effective rates and charges
- AHT processing is available through aviation's most frequently used 3rd party FBO POS software, such as FBO Manager, Total FBO, MyFBO and AvPOS
- Processing solutions designed for front counter efficiency, ease of use and minimal training
- Option to interface with your proprietary POS
- All solutions can process government AirCards on same platform
- · Complete programming flexibility for discounts, tiered pricing, product codes and reporting export
- Lowest monthly cost in the industry
- No special satellites or equipment required to use web-based platforms
- Quick and easy set-up and transition, so you and your teams are fully trained and ready for business



Alliance - World Fuel Services Contract Fuel Program

An alternative approach to fuel transactions

- Eliminate pre-arrangement with the Alliance on-demand card.
- Seamlessly process contract fuel transactions electronically, using the most popular FBO software systems.
- Enjoy accelerated payment without processing fees!
- Control your margin! Set your own into-plane fees to meet profitability objectives, including tiered pricing.
- Serve more customers: the Alliance card and platform is open to both flight departments and resellers.
- Leverage your location's market presence through our 27 sales executives, located throughout the world.
- See your location listed on our World Fuel Alliance Fuel Finder website, heavily used by most major corporate aviation flight departments.
- Benefit from the international prospects generated by the world-wide marketing and collaboration between our BaseOps international trip planning and World Fuel Services - Alliance Contract Fuel program.
- Process any aviation product or service through the Alliance program at no added cost, as long as fuel is a component of the transaction.
- Enjoy secure cash flow delivery through Alliance held receivables.
- Provide FlyBuys Rewards Program points with every fuel sale without additional expense!



Dispailed Focused on Customer Service

Fuel when you need it. Conveniently sourced.

Whatever the circumstances, our team is there for you. The World Fuel Services Network dispatch teams provide Level One Service 24/7 by maintaining multiple Dispatch Departments, regionally located near major distribution points in California, Florida, Minnesota and New York.

With our dispatch team, you're in the right hands. Our professionals are:

- Experts on terminal hours and access
- Authorized to make alternative supply decisions to ensure you get fuel when and where you need it
- Empowered to make decisions to assure on-time fuel deliveries
- World Fuel career professionals (very low turnover rate)
- Further advantages include:
- Fuel load tracking and personal delivery verification
- Access to uninterrupted supply through extensive terminal access
- Team members in multiple time zones with 24/7 coverage provide seamless product and service offering





720 Business Development

As your business partner, we'll make sure doors open.

Commercial Airlines Support

We're talking to the airlines everyday. That's about 30 people in World Fuel's commercial airlines sales, and about 40 in supply — based strategically worldwide.

- Our team members work together to foster close relationships with the airlines.
- Fuel volumes increase through these close airline relationships. We can be an influencer when the airline prefers to contract directly, and assist in this decision
- Working together as Ascent and your FBO team, we can market your capabilities as an into-plane provider, consortium manager or ground service provider to bring a new segment of business to your operation or expand an existing one.

Government Support

Partner with our highly experienced government aviation fuel contracting experts for:

- Preparation and submission of bids for government solicitations, such as those issued by the
- US Defense Logistics Agency (DLA)
- Contract administration assistance
- Faster collections (for example, 30 days from government compared to 10 days from Ascent)
- Quality Control resource
- Supply
- Marketing Support



July 21, 2015

Ms. Heidi Ellis Adams County Purchasing Division of Finance 4430 South Adams County Parkway, Fourth Floor Brighton, CO 80601

RE:

Adams County RFP 2015.205 Aviation Fuel (Jet A)

Dear Ms. Ellis:

Thank you for this opportunity to become the supplier to the Front Range Airport.

I believe the county will find our FBO offering is a superior product. As a member of our 1,100+ network, Front Range Airport will be able to benefit from our size and scope.

Our programs when used to their fullest extent will: 1) reduce operating costs 2) provide the airport the potential to increase sales, and finally, allow for the proper accounting of the financial transactions. Together, our various programs will provide a foundation for the airport the chance to meet its potential.

Thank you for consideration,

William Charles Bill Hougland

Ascent Aviation Group, Inc., a subsidiary of World Fuel Services

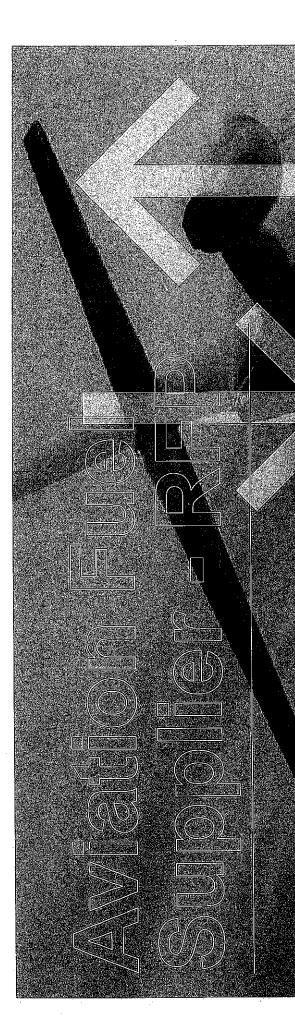
17047 Wellington Dr.

Parker, CO 80134-9129

whougland@wfscorp.com

www.wfscorp.com

enc: 1) Attachment A – Fee Schedule, 2) Checklist, 3) Offeror's Certificate of Compliance, 4) Offeror's Statement/Signature Page, 5) W-9, 6) Reference Form, along with one (1) original copy, five (5) unbounded hardcopies, and a copy on CD formatted as a single .pdf file



ADAMS COUNTY COLORAIO
ADAMS COUNTY COLORAIO



World Fuel Services - Proposal Summary

- Supplier Qualifications
- Credit card rates
- Includes subsidized flight tracking software: your choice of: Marketing opportunities available to Front Range Airport
- Additionally, we will provide training on how to use the flight tracking software 1) Passur 2) Flightaware Toolbox or 3) Argus TRAQPak
- Loyalty Program: FlyBuys®
- Signage & Imaging
- Refuelers available to Front Range Airport
- Quality Control

Additional Offering:

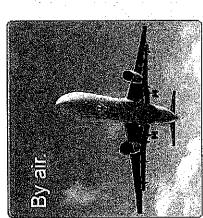
We will pay the cost of attendance of the Total FBO users conference or On-Site Training

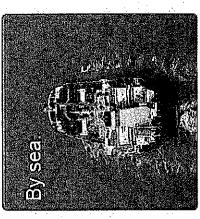


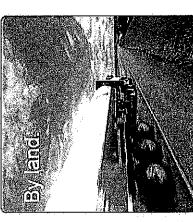
World Fuel Services – Experience – 20.1



energy products and services across the globe. With our comprehensive portfolio of fuel supply, logistics, credit, financing, price risk management and transaction management services, our global team creates enduring value for We specialize in the marketing, sale and distribution of aviation, marine and land our business partners across the energy and transportation spaces.







That's what we call synergy in energy.



World Fuel Services – Experience – 20.1



Rising to meet global demand.

are designed to help boost efficiency and support operations throughout the fixed-base operators (FBOs) worldwide. Our wide array of products and services With more than 3,000 global service locations, we are well equipped to deliver fuel and related services for commercial, business and government aircraft, and aviation sector.

At a glance:

Key Stats:
Services I
Vorld Fuel

- Supply over 1,100 Airport locations in the US and
- Deliver over 1,000 fuel loads per week
- Relationships with every major US refiner
- Supply access in more markets than any competitor
- Relationships with over 6,000 aircraft operators with over 20,000 aircraft
 - Supplier to over 500 airlines
- Industry experts in supply, marketing, quality control

Ascent Aviation, Inc. Key Stats:

- Wholly owned subsidiary of World Fuel Services, Inc. and largest aviation fuel distributor in the country.
- In business for 26 years
- 89 employee

107 accounts similar size to Front Range



Voted the #1 Fuel Brand in the Industry

Mens Release

20 S. Onsker Lane, Suite 200 • Merandria, Vrjinia 22344 • E00-222-3242 • 709-370-0636

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Administrative Support – Experience – 20.1



Territory Managers

- New FBO's
- . Account . Management Relationship /
- "Ownership" of Account / Airport Strategy

Phoduret Utilization (AVCARD) FRVBur BOS Solleranous Reside Connact Fuel

- <u>Trannings</u> Products Rayanue Mainsigranneine
- idiolennesiaellom ol Aecolimi //Antidome

ACE Team

- Experience Customer
- Feedback
- Retention
- Account Support
- Special Projects Coordination Event
 - The "Hub"

It's more than just delivering fuel...



SECURITY 20.2 & SUBCONTRACTOR 20.3



Security -

Upon award of bid, we will ensure that all employees of World Fuel Services or drivers for fuel deliveries will have proper uniform and/or ID's for all fuel deliveries.

Subcontractors -

The only "subcontractor" that we use are freight carriers. The percentage of price applicable to freight is approximately 1.29%.



Programs 20.5 - Credit Card Processing



our credit card program will reduce your credit card processing costs!

÷SVECVE	No additional expense outside TotalFBO
Equipymente	Discounted Stand Alone Web Based Card Processing Programs Available via MSTS: TotalFBO

Ciredit.Card Pro	Credit Card Processing Fee Schedule Effective January 1, 2015	ejmpe
©and Type	Processing Rate**	Settlement Time
AVCARD with Free FlyBuys Rewards for Pilots & Flight Crews	1.95 %	Within 72 Business Hours
VISA (Qualified)	2.25%	Within 72 Business Hours
VISA (Non-Qualified***)	2.95%	Within 72 Business Hours
MasterCard (Qualified)	2.25%	Within 72 Business Hours
MasterCard (Non-Qualified)	2.95%	Within 72 Business Hours
American Express	2.75%	Within 72 Business Hours
Discover	2.40%	Within 72 Business Hours
AIR Card (Non-Contract)	4.00%	Within 72 Business Hours

Reimbursement Schedule - Flows to FBO account from Supplier - 48-72 Hours

**Rates are subject to change.

*** Non-Qualified transactions include instances when credit card numbers are manually entered, when using credit card numbers are kept on file or for self-serve transactions.



Global Fuel Supply & Programs - 20.5



Dedicated Personal Service

- Our team of customer-first professionals provide 24/7 dispatch customer service with intimate knowledge of terminal hours and access. Emergency answering service for issues that may occur outside of the normal business hours.
 - Dispatch, Accounting and Tax offices located in Tampa, FL and Parish, NY

Aviation Fuel Supply Strength

- Over 240 refinery supply relationships, with the largest reliable network of supply terminals and long term relationships
 - Unmatched access to Avgas supply: WFS is the only supplier contracted with all producers of Avgas in US and Canada

Proven Marketing Programs

- Dedicated in-house resources providing proven, customized and integrated marketing initiatives to support our network FBOs
 - Industry leading tradeshow support and NBAA kiosk programs
- Special Pricing for flight tracking software: Flightaware Toolbox, TRAQPak, Passur











Global Fuel Supply & Programs - 20.5



Cooperative advertising allowance -

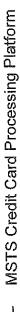
\$0.005 per gallon for every gallon of Jet A or Avgas purchased to be used towards many qualified items.

FlyBuy Loyalty Program:

Explosive growth provides you to participate in this expanding program; to date we have just under 13,000 active members;

- in the past 12 months we added almost 2,100 card holders;
- Customers redeemed over 54,000,000 points

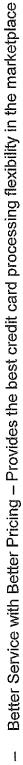
FBO Transaction Optimization



C - I T.
International







- Colt: Attract new flight department customers with the assistance of World Fuel Services' worldwide sales & marketing teams
- AVCARD Industry-recognized preferred fuel card with a flat 1.95% processing rate

FBO Store

Convenient online access to purchase additive, fueling equipment and more

FleetConnect^{TW} Fuel Management

Accurate accountability of fuel dispensing from cradle-to-grave



OFFEROR'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 an agreement for services with Adams County, Colorado, the undersigned offeror hereby certifies that at the time of this certification, offeror does not knowingly employ or contract with an illegal alien who will perform work under the awarded agreement for services and that the offeror 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 awarded agreement.

O	4H	FI	2)R	

Ascent Aviation Group, Inc.	7/21/2015
Company Name	Date
Darren B. Fuller	
Name (Print or Type)	·
Signature	
Vice President	
Title	

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



REQUEST FOR PROPOSAL

2015.205 AVIATION FUEL (JET A)

OFFEROR'S STATEMENT/SIGNATURE PAGE

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 # One (1) through Addenda # One (1) (If None, Please write NONE)

Ascent Aviation Group, Inc.	7/21/2015
Company Name	Date
One Mill Street	
Address	Name and Signature of Authorized Person
Parish, NY 13131	Darren B. Fuller
City, State, Zip Code	Printed Name
USA	Vice President
County	Title
315-625-7299	315-625-7371
Telephone	Fax
dfuller@wfscorp.com	
E-mail Address	

EXHIBIT A

(All Documents following this page of the Agreement)

Exhibit:

1. RFP 2015.205 Scope of Services

EXHIBIT A

ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL 2015.205

AVIATION FUEL (JET A) AND AVGAS (100LL)

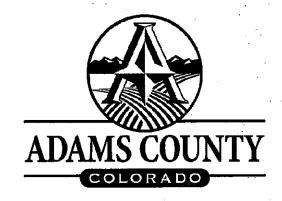
All Documents and Addendums related to this RFP will be posted on the Rocky Mountain Bid System at: http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp

RFP Issuance Date: Tuesday, June 17, 2015

Written questions regarding this RFP will be accepted through June 23, 2015 by 2:00 p.m.

> RFP Opening Date: July 22, 2015 Time: 4:00 p.m.

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



GENERAL INSTRUCTIONS

- 1. Adams County Board of County Commissioners by and through its Purchasing Division of Finance Department is seeking proposals from qualified contractors for aviation fuel (Jet A) and AVGAS 100LL for Front Range Airport located at 5200 Front Range Parkway, Watkins, Colorado 80137.
- 2. All documents and addendums related to this RFP will be posted on the Rocky Mountain Bid System at: http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp
 - 2.1 Offeror 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.
 - 2.3 Addendums may be issued at any time prior to the time set for receipt of proposals.
- 3. Written questions relating to RFP 2015.205 must be reduced to writing, and sent to the County's Purchasing Division of Finance to the attention of the Purchasing Agent by e-mail at hellis@adcogov.org until the close of business on or before, June 23, 2015, by 2:00 p.m.

4. Proposals

- 4.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of Finance at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, Brighton Colorado 80601, up to 4:00 p.m., Wednesday, July 22, 2015.
- 4.2. The RFP opening time shall be according to the County receptionist's clock on the first floor, at this time only the names of the offerors submitting proposals will be read out loud.
- 4.3. Proposals may be mailed or delivered in person, and **must be** in a sealed envelope clearly labeled with the submitting Company's Name, RFP number, the project name, date and time of the RFP opening.
- 4.4. No proposal will be accepted after the time and date established, per section 4.1 above, except by written addenda.
- 4.5. Format. Offeror must submit sealed proposal in one (1) original copy, five (5) unbounded hardcopies, and a copy on CD formatted as a single .pdf file. Proposal should not exceed twenty (20) pages for the technical proposal, excluding the RFP required pages submitted only on single sided, single column typed 8.5" x 11" size, minimum twelve (12)-font. Brochures or other supportive documents may be included with the proposal narrative.

- 4.6. The two (2) required signature pages at the end of this document "OFFEROR'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 "OFFEROR'S SIGNATURE PAGE" acknowledging the receipt of addendum(s), if applicable, must be signed and included as part of the proposal packet.
- 4.7. Proposal may not be withdrawn after date and hour set for closing. Failure to enter into an agreement or honor an issued purchase order will be cause for removal of Offeror's name from the County's Vendor's List for a period of twelve (12) months from the date of this RFP opening.
- 4.8. The County reserves the right to short list from the submitting Offerors and conduct interviews.
- 4.9. In submitting the proposal, the Offeror agrees that acceptance of any or all proposals by the Purchasing Division of Finance within a reasonable time or period constitutes an agreement. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 4.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 4.11. The County assumes no responsibility for proposals being either opened early or improperly routed if the envelope is not clearly marked on the outside with the RFP number and solicitation name.
- 4.12. 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 RFP opening time and date. No proposal will be considered above all other proposals by having met the RFP 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 Commissioners to close the County Offices.
- 4.13. Proposals must be furnished in the format described in Section 4.5 above. Failure to submit proposal in the format described in Section 4.5 above may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 4.14. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 4.15. 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.

- 4.16. 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:
 - 4.16.1. Any Proposal which does not meet bonding requirements, or,
 - 4.16.2. Proposals which do not furnish the quality, or,
 - 4.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
 - 4.16.4. Proposals from Offerors who lack experience or financial responsibility, or,
 - 4.16.5. Proposals which are not made to form.
- 4.17. The Board of County Commissioners may rescind the award of any proposal within one (1) week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 4.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 4.19. If a formal Agreement is required, the Offeror agrees and understands 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.
- 4.20. Only sealed proposals received by the Purchasing Division of Finance will be accepted; proposals submitted telephone, E-mail, or facsimile machines are not acceptable.
- 5. Adams County is an equal opportunity employer.
- 6. The County ensures that Disadvantaged Business Enterprises will be afforded full opportunity to submit a proposal 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.
- 7. **INSURANCE:** The Offeror agrees to maintain insurance of the following types and amounts:
 - 7.1. <u>Commercial General Liability Insurance</u>: to include products liability, completed operations, contractual, broad form property damage and personal injury.

7.1.1. Each Occurrence

\$1,000,000

7.1.2. General Aggregate

\$2,000,000

- 7.2. <u>Comprehensive Automobile Liability Insurance</u>: to include all motor vehicles owned, hired, leased, or borrowed.
 - 7.2.1. Bodily Injury/Property Damage

\$1,000,000 (each accident)

- 7.2.2. Personal Injury Protection Per Colorado Statutes
- 7.3. Workers' Compensation Insurance:

Per Colorado Statutes

- 7.4. <u>Professional Liability Insurance</u>: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
 - 7.4.1. Each Occurrence

\$1,000,000

- 7.4.2. This insurance requirement applies only to Offeror 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.
- 7.5. The Offeror'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:
 - 7.5.1. 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 Offeror.
 - 7.5.2. 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.
 - 7.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Offeror.
- 7.6. All insurers of the Offeror must be licensed or approved to do business in the State of Colorado. Upon failure of the Offeror to furnish, deliver and/or maintain such insurance as provided herein, the Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Offeror in obtaining and/or maintaining any required insurance shall not relieve the Offeror from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Offeror concerning indemnification.
- 7.7. 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.
- 7.8. At any time during the term of the Agreement, the County may require the Offeror to provide proof of the insurance coverage's or policies required under the Agreement.
- 7.9. The Offeror shall not commence work under the agreement until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 7.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the RFP or project must appear on the certificate of insurance.
- 7.11. 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.

- 7.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to the County.
- 7.13. 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.
- 7.14. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Offeror.
- 7.15. 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 Offeror shall promptly obtain a new policy, submit the same to the Purchasing Division Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Offeror to furnish, deliver and maintain such insurance as provided herein, the agreement, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Offeror in obtaining and/or maintaining any required insurance shall not relieve the Offeror from any liability under the agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Offeror concerning indemnification.
- 8. Offeror 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.
- 9. **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 Offeror shall meet the following requirements prior to signing the Agreement (purchase of service agreement) and for the duration thereof:
 - 9.1. The Offeror 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.
 - 9.2. The Offeror shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.
 - 9.3. The Offeror shall not enter into a contract with a subcontractor that fails to certify to the Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.

- 9.4. At the time of signing the purchase of service agreement, the Offeror has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the purchase of service agreement through participation in either the E-Verify Program or the Department Program.
- 9.5. The Offeror shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the purchase of service agreement is being performed.
- 9.6. If Offeror obtains actual knowledge that a subcontractor performing work under purchase of service agreement knowingly employs or contracts with an illegal alien, the Offeror shall: notify the subcontractor and the County within three (3) days that the Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three (3) 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 Offeror 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.
- 9.7. Offeror 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).
- 9.8. If Offeror violates this Section, of the Agreement, the County may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Offeror shall be liable for actual and consequential damages to the County.
- 10. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity

End General Information

10. STATEMENT AND SCOPE OF SERVICES

10.1. Scope of Services:

The County's Front Range Airport is seeking proposals for aviation fuel (Jet A), in an estimated annual requirement of 84,000 gallons. The offeror will be responsible for providing Front Range Airport with aviation fuel (Jet A) and AVGAS 100LL. The gallon differential entered in the response form is solely for the purpose of securing cost for evaluation proposals. The gallon differential will remain firm throughout the award agreement term.

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

10.3 Specifications:

JET FUEL (GRADE 54) SPECIFICATIONS

	ASTM			
	LATES	T EDIT	ION	SPECIFICATIONS
Acidity, Total, MG KOH/G	Max	D974		0.1
Aromatics, Vol%	Max	D1319)	22-25 (See Note A)
Mercaptan Sulfur, WT.%	Max	D3227	•	0.003
Sulfur, Total WT.%	Max	D4294		0.3
Distillation		D86		
10% Recovered F	Max			400
50% Recovered F				Report
90% Recovered F				Report
End Point F	Max			572
Distillation Residue, Vol%	Max			1.5
Distillation Loss, Vol%	Max		•	1.5
Flash Point, F		D56		104 Min,* (See Note B)
Gravity, API @ 60 F	Min/Max	D4052	,	37-51
Freezing Point, C	Max	D2386	;	-40
Viscosity, -4 F CST	Max	D445		8
Net Heat of Combustion,	Min	D1405		18,400 (See Note C)
BTU/LB				
Combustion Properties:				
One of the following requireme	ents shall be met			
1. Luminometer No., or		Min	D1740	45
2. Smoke Point, or		Min	D1322	25
3. Smoke Point and		Min	D1322 &	19
			D1840	•
Naphthalenes Vol%		Max		3.0
Corrosion, Copper strip, Z HRS	S. @ 212 F	Max	D130	No. 1
Thermal Stability:				
Filter Pressure Drop (MMHG)	Max		D3241	25 (See Note D)
Tube Deposit Less Than				Code 3

JET FUEL (GRADE 54) SPECIFICATIONS ASTM

		LATEST EDITION	SPECIFICATIONS
Existent Gum	Max, MG/100ML	D381	7
Water Reaction D10	94		
Separation Rating	Max		2
Interface Rating	Max		1B.
Additives			(See Note E)
Appearance		•	
Color, Saybolt	Min	D156	15 (See Note F)
WSIM	Min	D394B	85

Conductivity (PS/M) Report

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

11. **DELIVERY**:

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

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

12. **FEES**:

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

14. WARRANTY:

Offer shall provide a delivery warranty.

15. HOURS OF WORK:

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

16. TERM OF THE AGREEMENT:

The term of the contract is one (1) year from date of award or the Effective Date, whichever is later. The County reserves the right to extend the term of the services for the period specified in Statement of Services. The County may extend the term of this contract, in one (1) year increments, by written notice to the Offeror by the expiration date of the agreement or within 30 days after funds are made available for exercising the option, whichever is later.

17. CONFLICT OF INTEREST:

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services being required under the solicitation.

18. INDEPENDENT OFFEROR:

Offeror shall perform its duties hereunder as an independent contractor and not as an employee. Neither Offeror nor any agent or employee of Offeror shall be deemed to be an agent or employee of the County. Offeror and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage for Offeror or any of its agents or employees. Unemployment insurance benefits will be available to Offeror and its employees and agents only if such coverage is made available by Offeror or a third party. Offeror shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement.

Offeror shall not have authorization, express or implied, to bind the County to any agreement, liability or understanding, except as expressly set forth in the agreement. Offeror shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the County, and (c) be solely responsible for its acts and those of its employees and agents.

19. NONDISCRIMINATION:

The Offeror 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 Offeror 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.

The Offeror will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the 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.