

**SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
AVFUEL CORPORATION**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and AvFuel Corporation, (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

A. The City issued a Request for Proposals, RFP #2024-028 Aviation Fuel Services (the "RFP"), a copy of which is on file with the Purchasing Division and incorporated herein by reference, seeking proposals from Contractors to provide the Aviation Fuel for the City of Lee's Summit Airport (the "Services").

B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Recitals. The recitals set forth above and incorporated into this Agreement by reference and shall constitute a part of this Agreement.

2. Term of Agreement.

- a. Initial Term. This Agreement shall be effective from the Effective Date, and remain in full force and Initial Term. This Agreement shall be effective from the Effective Date, and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.
- b. Renewal Terms. After the expiration of the Initial Term, this Agreement shall automatically renew for up to **four (4)** successive, one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.
- c. Transition Term. Notwithstanding the expiration of the Initial Term or all available Renewal Terms, the City, at its sole discretion and upon thirty (30) days written notice to Contractor, may extend the Agreement for up to six (6) months from the date of expiration or until the City terminates the Agreement, whichever occurs earlier. Upon receipt of such written notice, Contractor shall continue to perform its obligations under this Agreement.

3. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.

4. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the fuel costs outlined in Proposal Fees Exhibit C. Service Provider agrees that the price for all fuel items outlined in Proposal Fees Exhibit C shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.

5. Payments. The City shall pay the Contractor, upon completion and acceptance of work performed and completed, and upon submission and approval of invoices. All invoices shall document and itemize all work and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to [ap@cityofls.net](mailto:ap@cityofls.net), unless otherwise specified. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the/ Materials or the invoice, whichever is later.

The City's Procurement Officer will only review fully documented requests for price increases after the Initial Term. If the Contractor desires to increase its prices for any Renewal Term, the Contractor shall notify the Procurement Officer sixty (60) days or more prior to the end of the Initial Term or the then current Renewal Term and will be a factor in the renewal review process. The City's Procurement Officer will determine whether the requested price increase or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the agreement Renewal Term.

#### **6. *Intentionally Omitted***

7. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

8. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

9. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

10. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

11. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee and agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

- A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
- G. Waiver. All policies, except for Professional Liability, and Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Automatic Escalator. The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Section 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2020 is \$2,905,664 for all claims arising out of a single accident or occurrence.
- J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
  - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
  - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
  - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit  
Attn: Procurement and Contract Services  
220 S.E. Green Street  
Lee's Summit, MO 64063 -2358

- L. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

### 13.2 Required Insurance Coverage.

- A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with an unimpaired limit of \$2,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof and. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

14. Termination; Cancellation.

14.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

14.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may be declared in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;
2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the City;
4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:
  - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private Agreement;
  - b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
  - c. a criminal violation of any state or federal antitrust law;
  - d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of proposals or proposals for a public or private Agreement;
  - e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
  - f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.



5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private Agreement; or
6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

14.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

14.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of Sections 105.450, *et. seq.* RSMo. Contractor covenants 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 to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

#### 15. Miscellaneous.

15.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other Agreements nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

- 15.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.
- 15.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (3) existing and future Occupational Safety and Health Administration standards.
- 15.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into Agreements on behalf of the City and the Contractor.
- 15.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.
- 15.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
- 15.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.
- 15.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
- 15.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.



15.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

15.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

15.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit  
220 SE Green St  
Lee's Summit, Missouri 64063  
Attn: Procurement and Contract Services

With copy to: City of Lee's Summit  
220 SE Green St  
Lee's Summit, Missouri 64063  
Attn: City Attorney's Office

If to Contractor:  
Address: AvFuel Corporation  
47 West Ellsworth Rd  
Ann Arbor, MI 48108  
\_\_\_\_\_

Attn: Josh Diggs

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

15.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-

performance is not due to the fault or neglect of the Party not performing.

15.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.

15.15 Information Technology

a. Limited Access. If necessary for the fulfillment of the Agreement, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Contractor shall enforce all such policies, standards, regulations and restrictions with all the Contractor's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

b. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

c. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Agreement is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Contractor shall send a copy of such information to the City in a format specified by the City.

d. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

e. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor Agreements entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

f. Cessation of Operation or Support. If Contractor ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Contractor shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

g. Disengagement. In the event the Agreement is terminated by either party, Contractor agrees to confer back

to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

h. Survival. The obligations of the Contractor under this Section shall survive the termination of this Agreement.

15.16 **Work Authorization Affidavit and E-Verify.** Any contract for services in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall: **1.** Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and **2.** Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding). Letter from Consultants reciting compliance is not sufficient. The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant. All submittals should include the signed and notarized Work Authorization Affidavit **AND** the electronic signature page from the E-Verify program.

CITY OF LEE'S SUMMIT, MISSOURI  
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMO  
(FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)  
Effective 1/1/2009

County of Jackson )  
 ) ss.  
State of Michigan )

My name is Suzanne Korcek am an authorized agent of Artfuel ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subbidder that knowingly employs or contracts with an illegal alien.

Suzanne Korcek  
Affiant

Suzanne Korcek  
Printed Name

Subscribed and sworn to before me this 25<sup>th</sup> day of October, 2023.

Melissa Peek  
Notary Public

SEAL



15.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or Work Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

15.18 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

15.19 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars (\$75,000.00) and involves construction of public works, Contractor shall all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.

15.20 ***Intentionally Omitted***

15.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

15.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

15.23 E-Signature and Counterparts. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same Agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

15.24 Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of \$100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

15.25 Special Provisions. [Add here – if any].

[SIGNATURES ON FOLLOWING PAGES]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date the City Manager, or the City Manager's designee, executes the Agreement ("Effective Date").

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Mark Dunning, City Manager                      Date

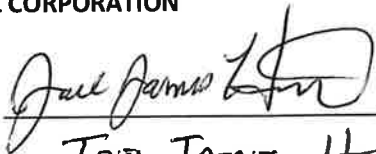
**ATTEST:**

\_\_\_\_\_  
Trisha Fowler Arcuri, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Edward Rucker, Chief Counsel of Management and Operations

**AVFUEL CORPORATION**

By   
Print Name JOEL JAMES HIRST

Title SR. VICE PRESIDENT SALES  
AVFUEL CORPORATION



EXHIBIT A  
TO  
SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
AVFUEL CORPORATION

CONTRACTOR'S PROPOSAL

See following pages.



# Avfuel Proposal



Response to RFP No. 2024-028  
Aviation Fuel

October 3, 2023

Prepared by:  
Josh Diggs  
Area Manager  
jdiggs@avfuel.com

Submitted by:  
Avfuel Corporation  
47 West Ellsworth Rd.  
Ann Arbor, MI 48108 | 734-663-6466

**Important:** This comprehensive proposal is submitted for approval within 120 days and is subject to the execution of the contract documents satisfactory to both parties, which will incorporate the proposal terms and, when executed, become binding to both parties.

---

October 3, 2023

Tarah Daugherty  
City of Lee's Summit  
2751 NE Douglas  
Lee's Summit, MO, 64064

Dear Ms. Daugherty,

Avfuel Corporation submits this comprehensive response to the City of Lee's Summit for aviation fuel supplier. I acknowledge I have read and understand the scope of services and Avfuel meets the minimum requirements to be considered as a respondent of the RFP.

Avfuel has provided service to the City of Lee's Summit since 1995. We value the high level of collaboration required to successfully execute the fuel supply and support services agreements. As the airport's business transformed over the past 20+ years, it was the teamwork between our respective companies that provided for creative and proactive solutions, resulting in uninterrupted fuel supply.

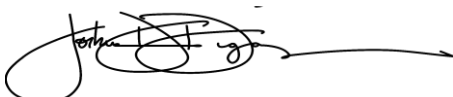
Avfuel has demonstrated commitment and confidence in its ability to work diligently with the airport to fulfill its fuel and service requirements throughout normal operations, peak seasons and unforeseen demand surges. Avfuel remains prepared for any potential future challenges by:

- Maintaining a high level of communication with airport staff to thoroughly understand your specific needs.
- Ensuring continuous jet fuel supply by having multiple sources within the Kansas City/Magellan terminal complex and other supporting backup terminals when needed.
- Maintaining the refueler fleet and size to handle volume growth, rotating equipment as needed. During the current agreement, we added a jet fuel refueler truck and switched an avgas refueler truck to better meet the needs of the business.
- Avfuel Marketing and I will work with airport staff to continue to promote the airport in building its business and brand recognition.

This comprehensive proposal is submitted for approval within 120 days and is subject to the execution of the contract documents satisfactory to both parties, which will incorporate the proposal terms and, when executed, become binding to both parties.

Again, thank you for 28 years of partnership and the opportunity to support the needs of the City of Lee's Summit in the years to come. Please do not hesitate to contact me with any questions.

Best regards,



Josh Diggs  
Area Manager of the Great Plains  
Avfuel Corporation

# RFP HIGHLIGHTS

---

Over 28 years of partnership, Avfuel has demonstrated its commitment and ability to work closely with the airport, fulfilling KLXT's fuel and service requirements through normal operations, peak seasons and unforeseen demand surges. Avfuel remains dedicated to further developing this relationship with the goal to meet the future needs of Lee's Summit Airport by focusing on the following:

## **Communication**

Avfuel will maintain a high level of communication with airport staff to thoroughly understand your specific needs. Your local area manager, Josh Diggs, is always readily available.

## **Reliable Supply**

We'll continue to ensure reliable jet fuel supply by having multiple sources within the Kansas City/Magellan terminal complex in addition to other supporting backup terminals.

## **NO ADDITIONAL CHARGE Refueling Equipment**

Avfuel offers to lease the City refueler truck units at no monthly cost. We are committed to maintaining the airport's refueler fleet and size to handle volume growth, rotating equipment as needed. Our industry-leading fleet of 1,000 units allows us the flexibility to do so. During the current agreement, Avfuel added a jet fuel refueler truck and switched an avgas refueler truck to better meet the needs of your business.

## **NO ADDITIONAL CHARGE Training**

Avfuel will provide its FAA-approved Avfuel Training System with P139 supervisory training to the City

## **Quality Assurance**

Our QA team is available 24/7/365 to assist with any fuel quality or refueling equipment question or issue.

## **Loyalty Rewards**

With Avfuel, you have the option to participate in the industry's preferred loyalty rewards program, AVTRIP. This includes a **NO ADDITIONAL CHARGE** double AVTRIP Points promotion for 120 days.

## **Contract Fuel**

Avfuel Contract Fuel attracts business to your FBO while a **ZERO %** processing fee saves you considerable money.

## **NO ADDITIONAL CHARGE Marketing Support**

Avfuel Marketing will help you develop and implement both short- and long-term business development strategies to address the airport's new expansion and rebranding initiative.

## **NO ADDITIONAL CHARGE Convention Space**

Avfuel will cover the cost for the City of Lee's Summit to co-exhibit during two of the five years of the agreement at the Schedulers and Dispatchers Conference. This \$12,000 value includes booth space, exhibitor fees, an entry badge, a graphic backdrop and a traffic-generating promotion.

## **Sustainability**

Avfuel is the leading supplier of sustainable aviation fuel to business aviation and heavily involved in the commercialization of unleaded avgas. Once a 100-octane unleaded avgas solution is commercialized, we will be able to provide it.

## Table of Contents

---

1. Vendor Information Form, P. 5
2. FORM 1 Proposer Profile, P. 7
3. FORM 2 Fuel Terminals, P. 14
4. FORM 3 Experience/References, P. 16
5. FORM 4 Resumes of Key Personnel, P. 20
6. FORM 5 Project Approach Narrative, P. 23
7. FORM(S) 6 Proposal Fees, P. 34
8. Exhibit A: Contractor's Proposal, P. 37
9. Exhibit D: Signed Acknowledgement of Addendum, P. 42

A large rectangular area with a red background and a fine, diagonal grid pattern, positioned above the title box.

# Vendor Information Form



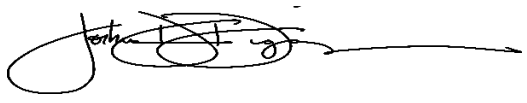
VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Avfuel Corporation  
FIRM SUBMITTING PROPOSAL

38-2073252  
FEDERAL TAX ID NUMBER

Josh Diggs Area Sales Manager  
PRINTED NAME AND TITLE

  
AUTHORIZED SIGNATURE

47 W Ellsworth Rd  
ADDRESS

913-574-7121  
TELEPHONE FAX #

Ann Arbor, MI 48108  
CITY STATE ZIP

10/1/23  
DATE

[www.avfuel.com](http://www.avfuel.com)  
WEB SITE

jdiggs@avfuel.com  
E-MAIL ADDRESS

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s)):

- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)
- Missouri Service Disabled Veteran Business Enterprise pursuant to Section 34.074, RSMo

Has the Firm been certified by any jurisdiction in Missouri as a minority or woman-owned business enterprise?  
If yes, please provide details and documentation of the certification.

A large rectangular area with a red background and a fine, white, diagonal grid pattern, located above the title box.

FORM 1 Proposer Profile

A large rectangular area with a red background and a fine, white, diagonal grid pattern, located below the title box.

# FORM NO. 1: PROPOSER PROFILE

---

## **COMPANY INFORMATION:**

### **1. Lead Service Provider/Firm(s) (or Joint Venture) Name, title, telephone number and email address:**

Joel Hirst  
Senior VP of Sales  
Avfuel Corporation  
734-663-6466  
[jhirst@avfuel.com](mailto:jhirst@avfuel.com)  
47 W Ellsworth  
Ann Arbor, MI 48108

### **2. Provider /Firm is: National Regional Local**

### **3. Year Provider/Firm Established:**

1973

### **4. Years of Experience providing RFP identified services/project for municipalities:**

50 years

### **5. Licensed to do business in the State of Missouri: Yes No**

### **6. Principal contact information: Name, title, telephone number and email address:**

Josh Diggs  
Area Sales Manager of the Great Plains  
913-574-7121  
[jdiggs@avfuel.com](mailto:jdiggs@avfuel.com)

### **7. Address of office to perform work, if different from Item No. 1:**

9408 W 163rd Pl  
Overland Park, KS 66085

### **8. Describe the different types of services your firm provides:**

#### **Avfuel at a Glance**

- Leading independent supplier of aviation fuel and related services
- 50 years of experience
- Network of 675+ Avfuel-branded FBOs
- 28% FBO market share in the U.S.
- Leading supplier of SAF and partnered with Neste, the largest supplier of alternative fuels
- 100% focus on aviation
- Proactive in the aviation industry: Leadership roles in NBAA, NATA, NBAA's Schedulers & Dispatchers Committee, and other regional boards and committees
- 1,000+ employees globally

# FORM NO. 1: PROPOSER PROFILE

---



## **Avfuel's Unique FBO Services**

### **Marketing**

Comprehensive solutions to enhance exposure, stimulate new business and improve profitability

### **Equipment**

Largest fleet of top-of-the-line refueler trucks in the U.S.—1,000 vehicles

### **Parts**

Significant discounts on parts/supplies for fueling equipment and quality assurance testing materials

### **Quality Assurance**

Support from an experienced in-house team that performs training on site and via regional seminars

### **Online Avfuel Training System**

A cost-effective training program for FAA-approved fuel safety training and customer service

### **Avfuel Contract Fuel**

3,500+ fueling locations, 6,000+ flight department customers representing 32,500+ turbine aircraft

Fully integrated with flight department software; a convenient website for pricing and fuel releases

### **AVTRIP Pilot Loyalty Rewards**

65,000+ registered pilots in the industry's longest-running, most popular incentive program

### **Avplan Trip Support**

A flight planning and trip support division that puts FBOs on the flight path of international operators

### **Avfuel Hub**

Avfuel's proprietary web-based payment processing system to streamline transactions

### **Avsurance**

Avfuel's in-house insurance and risk management subsidiary with more than 30 years of experience

### **Tank Storage Systems**

Experts in Avfuel's Avtank division consult and advise on specs for tank storage systems



**9. List products available:**

- **Jet-A:** Meets the latest revision of ASTM D-1655.
- **Jet-A with Fuel System Icing Inhibitor (FSII):** Meets the latest revision of ASTM D-1655
- **Avgas (100LL):** Meets the latest revision of ASTM D-910 or future replacement

**10. What separates your firm from other competitors?**

**Focused on Aviation**

Avfuel is focused exclusively on aviation. This 100% industry focus allows us to take each component of what we do and excel at it. We are committed not only to our customers, but also to the general health and state of the aviation industry at large.

**NO COST Marketing Support**

While there are many items that separate ourselves from our competitors, our marketing team is outstanding and considered by most to be the best in the industry. As the City of Lee's Summit Airport expands its runway and facilities, Avfuel will work hand in hand with your team to drive business to your airport.

**Local Account Support**

Josh Diggs, your area manager, is local to the City of Lee's Summit. He has and will continue to provide support whenever needed, including being present for ceremonies commemorating the airport's expansion. He will continue to provide regular visits and support the airport's personnel with their fuel supply and marketing efforts. No other fuel supplier offers a people-first approach to business with high-touch support like Avfuel.

**11. Explain billing options:**

Avfuel invoices fuel deliveries the day after delivery. A detailed invoice is emailed to the customer. The customer is able to pay Avfuel via check, electronic funds transfer, ACH, wire, e-check or P-card. The refueler truck lease is billed monthly and can be paid via one of numerous options.

**12. What payment methods are available?**

The City's payment terms with Avfuel will be 30 days via check. Other payment options available include EFT, ACH or e-check.

**CUSTOMER SERVICE:**

**13. What are your customer service venues and hours of operation? (Voice response, web, etc.)**

**Dispatch**

Fuel orders are placed directly with Avfuel's dispatch department, available 24/7/365 at 800-458-0672. There is NO automation in our dispatch department; all calls are received by one of our dispatch professionals for prompt handling. Dispatch's office hours are Monday - Friday, 7 a.m. - 9 p.m.; Saturday - Sunday, 8 a.m. - 5 p.m.; and on-call 24 hours. Emergency deliveries are handled on an individual basis. Emergency calls can be taken at 800-521-4106. Fuel orders placed with Avfuel's dispatch department are normally delivered within 24 hrs.

**Avfuel Contract Fuel**

Avfuel's contract fuel department maintains its own dedicated sales and support staff. The Avfuel Contract Fuel team is available 24/7/365 at 800-466-2778. Avfuel Contract Fuel's office hours are Monday - Friday, 8 a.m. - 6 p.m., and on-call 24 hours.

## FORM NO. 1: PROPOSER PROFILE

---

### **Avplan Trip Support**

Avplan is Avfuel's flight planning and trip support division capable of handling all customer flight planning or ground handling arrangements. Avplan operates 24/7/365 and can be contacted at 800-480-4918.

### **Avfuel Headquarters**

Avfuel's main telephone number is 800-521-4106 and operates Monday - Friday, 8 a.m. – 6 p.m. Our customer service department answers all calls and routes them to the appropriate personnel.

#### **14. How are calls handled after hours?**

Fuel orders are placed directly with Avfuel's dispatch department, which is available 24/7/365 at 800-458-0672. Dispatch's office hours are Monday - Friday, 7 a.m. - 9 p.m.; Saturday - Sunday, 8 a.m. - 5 p.m.; and on-call 24 hours. Fuel deliveries are on 24-hour notice with emergency deliveries handled on an individual basis.

#### **15. Is there a toll-free number?**

Yes  No  Provide here if Yes: 800-521-4106

### **TECHNICAL:**

#### **16. Describe your procedures for account reconciliation, including:**

- a. Steps and procedures used in error resolution.
- b. Provide a matrix of turnaround times.
- c. Explain complaint resolution procedure

#### **Steps in error and complaint resolution**

1. Customer contacts Avfuel with dispute
  - a. Delivery disputes are handled by dispatch
  - b. Billing disputes are handled by either accounts receivable or full-load billing
  - c. Pricing disputes are handled by pricing or by the area manager
2. Avfuel will make every effort to resolve disputes
  - a. Timeframe for dispute resolution is usually within two business days
3. Avfuel will send a statement of account to customer within two weeks after that month's close

#### **17. What method/frequency do you expect for data transfer (i.e. fax, secure electronic, etc.)?**

- Fuel deliveries are invoiced to customer the day after delivery
- Credit card remittances and reports are transacted twice per week on Mondays and Thursdays
- Contract fuel remittances are processed the day after a POS batch out
- All correspondence is sent via email or accessible via a secure customer portal on Avfuel's website

#### **18. Is it possible for the City to have on-line access to run reports and to view current status? Be specific as to how this would work.**

Yes  No  Specifics:

Your private account is accessible any time via a secure customer portal at avfuel.com. You can view remittance summaries, batch and invoice details, order point-of-sale supplies, request account changes, receive customer support, and more.



**19. Please provide explanation of website capabilities.**

The My Avfuel FBO dashboard on Avfuel.com is a secure customer portal that features extensive and flexible reporting functionality, as well as an exhaustive amount of resources. It allows FBOs to access:

- Next-day credit card rejection reports.
- Remittance reports for easy analysis and reconciliation.
- Account, billing, invoices and EFT notices.
- On-demand reports for streamlined tax reporting and sales analysis.
- Consolidated and individualized reports for multiple locations.
- Exportable data for download into accounting software.
- Contract fuel authorizations.
- Account management tools, including making payments and submitting co-op requests.
- Tools to enhance visibility and connectivity, including creating AVTRIP promotions.
- Education and training resources.
- Operational tutorials, QA forms, branding guidelines and many more resources.
- Order forms for fuel and supplies.
- Customer support and account updates.

**20. What information is available to the City via different methods? (Voice response, web page, etc.)**

Avfuel information relevant to your personal account is accessible at any time through a variety of media. Avfuel's dispatch department and Avfuel Contract Fuel staff are on-call 24 hours a day to assist with any issue that may arise. Avfuel's quality assurance hotline is operational 24/7/365. Avfuel's customer service representatives are standing ready during business hours to connect you to any department you may need directly. Avfuel FBOs can access account, billing and reporting information at any time through avfuel.com or by calling Avfuel's corporate office during operating hours. Refer to program-specific sections of this document for contact numbers and hours, or further information.

**CREDIT CARD:**

**21. Credit Card - manual, pamphlet, educational materials... Please provide examples.**

Do Provide  Do Not Provide

**Examples:** Avfuel provides a POS manual and POS terminal during the merchant set-up process. A web POS training tool and training from the area manager is standard practice and an important component of Avfuel's onboarding process.

**22. PCI-DSS (Payment Card Industry Data Security Standards) is a mandated program for acceptance of credit cards. It ensures that data is kept secure to protect the card holder. Is your company PCI Compliant? NOTE: A compliance Certificate will need to be provided by the awarded Contractor to the City. A Compliance to this Program is a Requirement of this Proposal.**

Yes, Compliant & will Provide if awarded  No, Not Compliant & Can't Provide

**ADDITIONAL CAPABILITIES:**

**23. Updates of relevant legislative and regulatory changes? Do Provide  Do Not Provide**

Avfuel stays on top of all current industry regulations and standards. Avfuel has many staff members on regulation setting committees. We are often the first to know of any changes and pass that information along to our network of FBOs. Avfuel training programs ensure your staff is kept apprised of all updates and relevant information. Avfuel provides updates on industry changes affecting quality control, fuel tax compliance, credit card processing and compliance (PCI), and crude market changes for planning purposes

**24. Ongoing administrative services (customer service, audit of reports, payments and claims)?**

**Do Provide  Do Not Provide**

**NO COST Customer Service Training**

Customer service and sales training conducted by Avfuel personnel will be provided for the City of Lee's Summit. Training will cover the Avfuel credit card program, AVTRIP program and Avfuel Contract Fuel program. Initial training on all programs, including upselling gallons with the AVTRIP and Avfuel Contract Fuel programs, is performed prior to startup. This training includes PowerPoint presentations and hands-on/role-playing scenarios. Training is provided by the area manager and is readily available as his office is only 15 minutes away from the City of Lee's Summit. Video training for AVTRIP and Avfuel Contract Fuel is available online through Avfuel's My FBO Dashboard. Avfuel also offers its branded FBOs customer service training as part of the online Avfuel Training System.

**NO COST Tax Assistance**

Avfuel has tax advisors on staff to answer questions pertaining to federal or state taxes. Contact Avfuel for tax assistance at 800-521-4106.

Two horizontal rectangular bars with a red background and a fine, diagonal grid pattern, one above and one below the central text box.

# FORM 2 Fuel Terminals

## FORM NO. 2: FUEL TERMINALS

---

### FUEL TERMINAL #1/AV GAS

#### Name & Address

Delek Refining, LTD | 425 McMurrey Drive | Tyler, TX

#### Specialty/Role with this Project:

Avgas 100LL, Refiner/Supplier

Worked with Lead Company Before:  Yes  No

Year Company Established: 2000

• Years of Experience providing aviation fuel and related services: 23

---

### FUEL SUPPLIER #2/AV GAS

#### Name & Address

ExxonMobil Refining and Supply Co. | 3329 Scenic HWY | Baton Rouge, LA 70805

#### Specialty/Role with this Project:

Avgas 100LL, Refiner/Supplier

Worked with Lead Company Before:  Yes  No

Year Company Established: 1911

• Years of Experience providing aviation fuel and related services: 112

---

### FUEL SUPPLIER #1/JET A

#### Name & Address

Holly Refining and Marketing, Inc. | Magellan Terminal | 401 East Donovan Road | Kansas City, KS

#### Specialty/Role with this Project:

Jet-A with FSII, Refiner/Supplier

Worked with Lead Company Before:  Yes  No

Year Company Established: 1947

• Years of Experience providing aviation fuel and related services: 76

---

### FUEL SUPPLIER #2/JET A

#### Name & Address

Holly Refining and Marketing, Inc. | 1401 Douglas Road | El Dorado, KS

#### Specialty/Role with this Project:

Jet-A with FSII, Refiner/Supplier

Worked with Lead Company Before:  Yes  No

Year Company Established: 1947

• Years of Experience providing aviation fuel and related services: 76

---



A large rectangular area with a red background and a fine, diagonal grid pattern, positioned above the title box.

FORM 3 Experience/References

A large rectangular area with a red background and a fine, diagonal grid pattern, positioned below the title box.

## FORM NO. 3: EXPERIENCE/REFERENCES

---

**Work by Service Provider/Firm (including any fuel supplier's or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than three (3) total projects:**

**Project Name & Location:**

Atkinson Municipal Airport  
Pittsburg, KS 66762

**Completion Date (Actual or Estimated):** Avfuel-branded FBO for 13+ years

**Project Owners Name & Address:**

City of Pittsburg  
201 W 4th St.  
Pittsburg, KS 66762

**Project Owner's Contact Person, Title, Telephone Number and e-mail address:**

Bill Pyle, Airport Manager, 620-231-5760, [bill.pyle@pittks.org](mailto:bill.pyle@pittks.org)

**Estimated Cost (in Thousands) for Entire Project:**

Annual fuel volume is approximately 220,000 gallons/year

**Estimated Cost (in Thousands) for work which Firm was/is responsible:**

Avfuel supplies all fuel.

**Scope of Entire Project: (Please give quantitative indications wherever possible).**

Aviation fuel supply, branding, marketing, point of sale, quality assurance and equipment leasing

**Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).**

Avfuel provides the logistical support and purchase of fuel along with other FBO/airport business services.

**Firm's/Provider's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:**

Josh Diggs, Avfuel Area Manager of the Great Plains based in Overland Park, KS



## FORM NO. 3: EXPERIENCE/REFERENCES

---

**Work by Service Provider/Firm (including any fuel supplier's or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than three (3) total projects:**

**Project Name & Location:**

Dubuque Jet Center  
Dubuque, IA 52003

**Completion Date (Actual or Estimated):** Avfuel-branded FBO for 30+ years

**Project Owners Name & Address:**

City of Dubuque  
Dubuque Regional Airport  
11000 Airport Road  
Dubuque, IA 52003

**Project Owner's Contact Person, Title, Telephone Number and e-mail address:**

Adam Langbecker, FBO Supervisor, 563-589-4235, [alangbec@cityofdubuque.org](mailto:alangbec@cityofdubuque.org)

**Estimated Cost (in Thousands) for Entire Project:**

Annual fuel volume is approximately 550,000 gallons/year

**Estimated Cost (in Thousands) for work which Firm was/is responsible:**

Avfuel supplied all fuel

**Scope of Entire Project: (Please give quantitative indications wherever possible).**

Aviation fuel supply, branding, marketing, point of sale, quality assurance and equipment leasing

**Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).**

Avfuel provides the logistical support and purchase of fuel along with other FBO/airport business services.

**Firm's/Provider's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:**

Josh Diggs, Avfuel Area Manager of the Great Plains based in Overland Park, KS

## FORM NO. 3: EXPERIENCE/REFERENCES

---

**Work by Service Provider/Firm (including any fuel supplier's or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than three (3) total projects:**

**Project Name & Location:**

Kirksville Regional Airport  
Kirksville, MO 63501

**Completion Date (Actual or Estimated):** Avfuel-branded FBO for 8 years

**Project Owners Name & Address:**

City of Kirksville  
Kirksville Regional Airport  
27161 David Hall Trail  
Kirksville, MO 63501

**Project Owner's Contact Person, Title, Telephone Number and e-mail address:**

Jeff LaFountain, Airport Manager, 660-665-5020, [jlafountain@kirksvillecity.com](mailto:jlafountain@kirksvillecity.com)

**Estimated Cost (in Thousands) for Entire Project:**

Annual fuel volume is approximately 200,000 gallons/year

**Estimated Cost (in Thousands) for work which Firm was/is responsible:**

Avfuel supplied all fuel

**Scope of Entire Project: (Please give quantitative indications wherever possible).**

Aviation fuel supply, branding, marketing, point of sale, quality assurance and equipment leasing

**Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).**

Avfuel provides the logistical support and purchase of fuel along with other FBO/airport business services.

**Firm's/Provider's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:**

Josh Diggs, Avfuel Area Manager of the Great Plains based in Overland Park, KS

A large rectangular area with a red background and a fine, diagonal grid pattern, positioned above the title box.

FORM 4 Resumes of Key Personnel

A large rectangular area with a red background and a fine, diagonal grid pattern, positioned below the title box.

## FORM NO. 4: RESUMES OF KEY PERSONNEL

---

**Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:**

- a. Name and Title:** Josh Diggs, Area Manager of the Great Plains
- b. Project Assignment:** FBOs and Flight Departments for Great Plains Area
- c. Name of Service Provider/Firm with which associated:** Avfuel Corporation
- d. Years Experience:**  
**With this service provider/firm:** 5 years **other service providers/firms:** N/A
- e. Education: Degree(s)/Year/Specialization:**  
B.S. Business Administration/Marketing from Washburn University
- f. Current Registration(s):** N/A
- g. Other Experience & Qualifications relevant to the proposed project:**

**Josh Diggs, Area Manager, [jdiggs@avfuel.com](mailto:jdiggs@avfuel.com)**

Having worked with Avfuel for five years, Diggs applies his core competencies of sales, leadership and management to serve the interests of Avfuel's diverse aviation customer base, helping them achieve success. His customers include FBOs and flight departments. Diggs supplies these accounts with the fueling and business solutions that enable them to succeed in a competitive aviation market. Diggs received a bachelors of science in business management and marketing from University of Washburn.

**Joel Hirst, Senior Vice President, Sales, [jhirst@avfuel.com](mailto:jhirst@avfuel.com)**

Hirst oversees all global sales operations. His team is responsible for increasing sales, maintaining all existing and new customer relationships, scouting for expansion opportunities, and building company-wide solidarity. Based at Avfuel's headquarters in Ann Arbor, Michigan, Hirst is a veteran aviation professional with nearly 35 years of experience—including 28 years with Avfuel—and an instrument-rated pilot. As an active industry participant, Hirst is a past member of NATA's Airport Committee and NBAA's Associate Member Advisory Council. Hirst received his bachelor's degree from Western Michigan University in aviation technology and operations management.

**Marci Ammerman, Vice President, Marketing, [mammerman@avfuel.com](mailto:mammerman@avfuel.com)**

Ammerman is responsible for brand development and growth to optimize sales opportunities for Avfuel and its customers. Having been with Avfuel for more than 36 years, she is one of aviation's most highly respected marketing professionals, overseeing the industry's only fully-staffed fuel supplier marketing team. Ammerman helps develop strategic plans for marketing, brand awareness and program management. She earned her degree in international business from the University of Michigan.

**Tracie Yergin, Vice President, Fuel Supply, [tyergin@avfuel.com](mailto:tyergin@avfuel.com)**

Yergin works directly with refiners to secure reliable supply of jet fuel and 100LL aviation gasoline worldwide. Overseeing a full department of supply professionals, her team handles both pricing and supply logistics for fuel, ensuring the required amount of product is secured for truck racks and airports through both pipelines and railcars. Yergin's tenure with Avfuel exceeds 30 years.

**Ben Spence, Director of Truck Logistics, [bspence@avfuel.com](mailto:bspence@avfuel.com)**

Spence has more than 30 years of experience in logistics and transportation, including nearly 20 years with Avfuel. He holds an aviation management and technology degree, and basic flight training certification.

## FORM NO. 4: RESUMES OF KEY PERSONNEL

---

**Randy Harrison, Quality Assurance Manager, rharrison@avfuel.com**

Harrison has 32 years of experience at Avfuel. He is a Part 139 certificate holder for the FAA and developed Avfuel's FAA-approved Part 139 Supervisor Training Seminars. Harrison has engineered and developed a variety of aviation fueling systems, from trucks to storage facilities.

**Brad Van Camp, Director of Technical Operations, bvancamp@avfuel.com**

Van Camp has risen through the ranks at Avfuel over the past 13 years, serving as assistant quality assurance manager and manager of Avtank before taking on his current position. As director of technical operations, Van Camp oversees Avfuel's refueler-truck shop, from the parts and quality assurance departments, to fabricating, designing, repairing, refurbishing and building trucks. With nearly 30 years of heavy equipment experience, he previously worked as a diesel technician, Allison transmission technician, and Navistar Inc. service and parts representative. Van Camp has also instructed courses on diesel engines, chassis and transmissions, and served his community as a firefighter EMT.



A large rectangular area with a red background and a fine, diagonal grid pattern, positioned above the title box.

FORM 5 Project Approach Narrative

A large rectangular area with a red background and a fine, diagonal grid pattern, positioned below the title box.



## 1. Describe your Fuel Program including branding, delivery method (inclusive of common carrier information), response time, and price determination.

### **NO COST Globally-Recognized Branding**

As an Avfuel-branded location, the City of Lee's Summit will continue to benefit from an array of aviation solutions, as well as branding signage to leverage the benefits of a globally-recognized brand (pole sign or wall sign, point-of-sale displays, etc.).

### **Fuel Orders**

Fuel orders placed with Avfuel's dispatch department are normally delivered within 24 hrs or as specifically requested. There is NO automation in our dispatch; all calls are received by one of our dispatch professionals for prompt handling.

Fuel orders are placed directly with Avfuel's dispatch department, which is available 24/7/365 at 800-458-0672. Dispatch's office hours are Monday – Friday, 7 a.m. – 9 p.m.; Saturday – Sunday, 8 a.m. – 5 p.m.; and on-call 24 hours. Fuel deliveries are on 24 hrs notice with emergency deliveries handled on an individual basis.

While logistical challenges such as terminal or refinery maintenance, unscheduled outages, natural disasters, or transportation issues will be encountered, a fuel supply agreement with Avfuel means you have **multiple supply points to rely on for continuous, reliable products supply.**

### **For the City, Avfuel will utilize the following supply points:**

- Jet-A with FSII: Kansas City, KS/Magellan Terminal (refined in Tulsa, OK)
- Avgas 100LL: Tyler, TX/Delek Refinery

Avfuel's dispatch, supply and sales departments work together to solve all logistical challenges and provide uninterrupted product supply to its customers.

Jet-A with FSII and Avgas 100LL are priced weekly, effective Tuesday through Monday.

## 2. Describe your Credit Card Programs offered including cost of processing fees, type of cards accepted into program, indicate if the program is automated or manual and turnaround time on payments to the City.

Avfuel credit cards are processed via an automated POS machine, or web POS, and are also compatible with current versions of FBO Manager software. All program cards (including AVTRIP and Avfuel Contract Fuel) can be swiped directly into it.

Avfuel's automated charge card processing and verification system ensures flexibility and efficiency in processing card activity while helping control your credit exposure. Bi-weekly activity reports are designed to assist dealers with account reconciliation, and our EFT draft capture/charge card deposit program helps streamline operations and eliminate paperwork.

Avfuel will return via EFT or ACH credit cards processed through our POS network twice weekly on Mondays and Thursdays. Avfuel's EFT program offers customers flexibility and efficiency in processing charge card activity and fuel invoices. Our EFT program ensures prompt payment directly into your account, improving cash flow and reducing valuable personnel time required to prepare payments. Avfuel can further reduce paperwork by automatically applying your charge card activity to any outstanding fuel account balance, and automatically drafting your account for the remainder on the payment due date. Our EFT fax pre-notification process provides details of the transaction in advance of the draft to allow ample time for resolving any questions or discrepancies.

Avfuel customers can look at remittance summaries, batch and invoice details, order Point of Sales supplies, request account changes and receive customer support information online. Commercial,

## FORM NO. 5: PROJECT APPROACH NARRATIVE

---

contract fuel and AVTRIP transactions are also available. The site is password-protected and Avfuel FBOs determine which of their staff can access this information.

**Avfuel does not charge a per-transaction or monthly statement fee for charge card processing.** A \$0.00 per month charge for the electronic processing equipment covers the cost of all supplies, future programming changes and equipment replacement.

See the following table for processing rates. Credit card monies are remitted to the FBO twice/week.

Card Type	Rate	Card Type	Rate
<b>Avfuel Pro Card</b>	0.0% Contract Fuel 0.0% Retail Fuel 0.0% Non-Fuel items	<b>Discover</b>	2.75%
<b>Avfuel Contract Fuel</b>	0.0% Fuel 0.0% Non-Fuel items	<b>American Express</b>	2.95%
<b>Avfuel Retail Card</b>	0.0% Avgas 0.0% Jet & Non-Fuel items	<b>MultiService</b>	2.95%
<b>MasterCard &amp; Visa</b>	2.25% Qualified	<b>Avcard</b>	2.85%
<b>The Avfuel Hub</b>	NO COST	<b>Government AIRCard</b>	0.0% Contracted 4.55% Non-Contracted

\*Non-qualified transactions may have a higher rate.

### 3. Describe the Technical Support your company is offering including knowledge of products being sold, safety inspections/quality assurance, and line training assistance, technical knowledge of petroleum industry issues, tanks, environmental issues and petroleum industry changes.

#### **NO COST: QA support, inspections and training**

QA training and inspections are provided at NO COST to the City of Lee's Summit. Avfuel takes quality assurance and fuel handling education responsibilities very seriously. Our comprehensive quality assurance programs and experienced staff reflect our ongoing dedication to the critical issues of fuel quality and safe handling. Avfuel has the most thorough QA program in the industry. Annual fueling operation inspections and training (conducted by our team of experts and through online training videos) are available upon mutually acceptable schedules to help you provide quality fuel to your customers. Additional onsite fuel handling training is available as mutually agreed upon. Daily operation and inspection forms to assist you with record-keeping can be provided. Our representatives can keep your line personnel on the cutting edge of industry standards.

AT NO COST, Avfuel provides regional Quality Assurance and Fire Safety Seminars (14 CFR Part 139 Approved). These regional seminars are provided at no cost and held throughout the country three to four times every year. Transportation and lodging are the customer's responsibility. Avfuel also provides this training through its FAA-approved online training program at NO COST.

#### **NO COST: The following snapshot of QA offerings/capabilities are free for the City**

- Avfuel's Online Rampside Training System is available for Avfuel FBOs, which consists of 18 different fuel handling and safety topics. This is part of the overall online Avfuel Training System, which also includes customer service training.
- Avfuel provides a quality assurance hotline, available 24/7/365, for information and assistance on refueler equipment, fuel quality, contamination, fuel spills, etc.

## FORM NO. 5: PROJECT APPROACH NARRATIVE

---

- All on-site QA inspections and visits are scheduled at mutually agreeable times.
- All Avfuel QA materials and training programs are up to date with industry standards.

In addition, Avfuel has a large parts and supply division that provides FBOs with replacement parts.

### **NO COST: Fuel farm inspections and documentation**

Visits from Avfuel quality assurance personnel will include annual fuel farm inspections. These on-site fuel farm visits will include inspections and specific training for equipment, fuel storage systems and fuel handling operations. Post-inspection reports will be sent to the appropriate City of Lee's Summit personnel (i.e., operations manager, line manager, etc.) with results and any applicable operational recommendations.

### **NO COST: Annual refueler inspections and documentation for leased refuelers**

Avfuel quality assurance personnel, or approved contractors, will perform annual on-site inspections of leased refueler trucks. Post-inspection reports will be sent to the appropriate City of Lee's Summit personnel (i.e., operations manager, line manager, etc.) with results and any applicable operational recommendations.

## **MOBILE REFUELER INFORMATION**

### **100LL Truck Rental Mobile Refueler (REQUIRED)**

**Minimum of one (1), 1,200 gal capacity truck with over-wing nozzle. The truck needs to be a 2020 or newer model. Needs to include a digital meter readout on both hoses and printer installed. Must have Scully system and meet all NFPA requirements.**

Please see the pricing on Form 6B.

### **Jet-A Truck Rental Mobile Refueler(s):**

#### **Truck #1 (REQUIRED)**

**Minimum of one (1), 5,000 gal capacity truck with two over-wing hoses and one single point refueling capability. The truck needs to be a 2020 or newer model. Needs to include a digital meter readout on both hoses and printer installed. Required to have a Prist injector system, and Scully system and meets all NFPA requirements.**

Please see the pricing on Form 6B.

#### **Truck #2 (If Applicable, OPTIONAL)**

**The second truck can vary between 3,000-5,000 gal capacity. The second truck should have two over-wing hoses and one single-point refueling capability. The second truck would be used primarily as a backup and storage. It should include a digital meter readout on both hoses, and printer installed. This should have a Scully system and meet all NFPA requirements. No age limit.**

Please see the pricing on Form 6B.

### **4. Describe your Mobile Refueler Rental & Maintenance Program. For Respondents who have more than one program, please include all under separate headings. Please make sure all applicable costs are identified on Proposal Fees Forms 6A & 6B.**

Please see the pricing on Form 6B.

### **NO COST: Loaner Refueler Trucks (transportation charges apply)**

Avfuel maintains several Jet-A and Avgas refueler trucks ready for shipping after final test flow and arranging for shipping/transportation. Avfuel does not charge a monthly lease for loaner trucks for the first 60 days. Customer is responsible for roundtrip shipping/transportation charges. At the end of the fuel supply agreement, the refueler truck lease will terminate and trucks are returned to Avfuel.

### **Refuelers may be leased or acquired as follows:**

- **NO COST:** Straight lease on a month-to-month basis with 30-day notice to terminate. This is offered at no cost to the city.
- Surplus units may be purchased outright when available.
- Lease with option to purchase. New refuelers are available for lease with option to purchase through a program with Garsite.

Other owned Avfuel refuelers may be arranged on a lease with option to purchase on a case-by-case basis.

Avfuel will work with the City of Lee's Summit to evaluate and meet refueler truck needs.

- 5. Please outline maintenance program(s) and support on the units as well as rental programs and rates. If supplier has various Make/Model/Year refuelers for each program, please provide data for all options. Attach separate documentation if necessary. This sheet may be reprinted & submitted with the proposal. All verbiage should be sequential and replicated if utilizing a separate form.**

**NOTE: With expected growth, the Airport anticipates there will be a need for larger and more mobile refuelers during the life of this agreement if awarded. If new or additional refuelers are required by the City, said units shall meet industry standards for all safety equipment as currently required by federal, state and local authorities.**

### **NO COST: Refueler maintenance handled by Avfuel**

Avfuel covers replacement/overhaul/repair of engine, transmission, differential, belly valve and major engine repairs, engine accessories repairs (i.e., starter, alternator, engine computer, etc.) and product pumping system repairs.

Avfuel will also provide replacement fueling hoses, overwing & single point nozzles and aviation product filters on refueler trucks as needed (excluding replacement needed due to damage and neglect).

### **Preventative & Basic maintenance (i.e., oil changes, belts, engine filters, batteries, lights, tires, etc.)**

If the City elects and has the capabilities, it may perform some of Avfuel's maintenance responsibilities (pre-approved/ agreed upon) and invoice for labor and parts.

The overall goal is to get refueler trucks back in operation as soon as possible. Avfuel coordinates with local dealers and repair facilities as needed.

The City is responsible for preventative & basic maintenance (i.e., oil changes, belts, engine filters, batteries, lights, tires, etc.)

In the event additional maintenance items are required beyond the City's scope of understanding, we will work closely with the City to ensure a seamless resolution. Both parties will mutually agree upon a contractor to perform the necessary maintenance.

**NO COST: Avfuel will provide the City with its FAA-approved online Avfuel Training System.**

This training program will cover every employee at the City's airport for either new or recurrent training needs and meets the requirements for a Part 139 airport.

**6. Describe your Liability Insurance Programs including the limits offered, what restrictions or requirements are needed for the City to be eligible for third party insurance coverage and when the third-party coverage can be used.**

**NO COST: Insurance to manage your risks**

Avfuel-branded FBOs are granted third-party \$50 million USD excess products liability coverage for fueling operations, provided underlying requirements are met.

Requirements: Certificate of Insurance evidencing \$1 million USD csl airport premises and products liability with Avfuel as additional insured.

**7. Please advise of the Insurance Coverages and amounts that Common Carrier(s) are required to have to haul fuel for your entity. Note: The City reserves the right to verify/review this information at any time.**

- Commercial General Liability  
*\$2,000,000 per occurrence / aggregate limit*  
*\$2,000,000 products / completed ops limit*
- Commercial Auto Liability  
*\$5,000,000 each accident limit*
- Pollution Liability Broadened Coverage endorsement CA 99 48
- Motor carrier endorsement MCS 90
- Workers Compensation and Employers Liability  
*\$1,000,000 EL limit*
- Cargo Liability  
*\$50,000 per shipment*

**8. Describe your Marketing/Promotional Programs including programs offered to promote fuel sales. (NOTE: Awarded Contractor shall create at least two electronic banners per year through their marketing team and Partner with the City in the marketing at the NBAA Schedulers and Dispatchers Convention). Assist in the development and distribution of an email marketing campaign.**

Avfuel understands and will comply. As the only fuel supplier with a full in-house marketing team, Avfuel's ready to put its marketing and communications expertise to work for you. Together, we'll come up with a personalized plan meant to enhance visibility, drive messaging and reach your goals.

We understand the City of Lee's Summit has some large updates to its brand and facilities on the horizon. Avfuel's marketing team stands ready to support the development of those initiatives with end-to-end support and has extensive experience in doing so.

This is in addition to on-demand marketing assistance for the duration of the contract—we're simply one call or email away from whatever marketing support you may need.



# FORM NO. 5: PROJECT APPROACH NARRATIVE

## NO COST: Marketing Package at a Glance

- Marketing and media campaign development and execution
- Two Ftplan.com banners per year at no cost
- Email marketing campaigns and press releases as needed
- End-to-end marketing for your new facility and grand opening support
- Consultation on interior design for new facilities
- Comprehensive rebranding support, such as:
  - Communications planning & email marketing
  - Digital optimization (website, industry sites, social, etc.)
  - Logo, letterhead & brochure design
  - Digital & print ad campaign support
  - Launch campaign consultation and support
  - Associated event planning and support
  - Convention branding and sponsorship opportunities
  - Any and all creative and content support
- NBAA-SDC booth and promotional giveaway paid by Avfuel for two years (\$6,000 value per year, less the graphic year two)
- Convention support: Opportunity to exhibit in a prime location on the show floor with Avfuel at NBAA-BACE and NBAA SDC
  - Traffic-generating activity to draw attendees to booth
  - Graphic design services for exhibit space
  - Assistance with the design/development of graphics and brochures
  - Assistance with overall tradeshow marketing strategy and giveaways
  - Include FBOs in various advertised campaigns to promote pilot loyalty
  - Assistance with preshow newsletters, email



GRAND OPENING SUPPORT

**NO COST: Personalized Marketing Plan**

Avfuel works with its customers to develop appropriate marketing strategies for stimulating and enhancing business growth and profitability. Avfuel Marketing operates on the belief that each airport and FBO affiliated with us requires and deserves its own unique marketing plan, supplemented by on-demand marketing support for the remainder of the contract.

Avfuel conducts market research in order to develop a plan that meets your marketing objectives.

The below sample marketing plan demonstrates the variety of advertising and marketing vehicles that can be used to achieve your established goals, but is not meant to be comprehensive or firm. Your specific Avfuel marketing plan will be coordinated with the City of Lee Summit’s existing marketing team upon contract execution. **There is NO COST for the design or implementation of any of the items in the plan, including extensive branding and facilities support, such as logo development, interior design consultation, convention support, etc.**

**Sample Marketing Plan**

Tactics	Contract Timeline
Press Release	Month 1
Branding/Facilities Brainstorm <i>Scheduled tactics to follow</i>	Month 1
AVTRIP Promotion	Month 1
Feature in AVTRIP E-Newsletter <i>To coincide with promotion and/or news item</i>	Month 1
Email Blast to Historical Traffic	Month 1
Feature in Contract Fuel E-Newsletter <i>General awareness</i>	Month 2
Website Consultation	Month 2
Media Buy Consultation	Month 2
Digital Listing Consultation	Month 2
Email Blast to Competitor Traffic	Month 3
Social Media Consultation	Month 4
Banner Ad on Avfuel Dashboard <i>General awareness</i>	Month 5
Social Media Feature <i>General awareness</i>	Month 5
Avfuel Pro Card Activity Report Feature <i>General Awareness</i>	Month 6

### **NO COST: National and international programs**

Avfuel Marketing creates strategies and supplies innovative business tools to attract commerce, and establish a distinctive and recognizable brand for FBOs on a worldwide basis. Avfuel has an extensive national and international advertising program whereby it creates awareness of not only the Avfuel brand, but also the Avfuel Network of FBOs. We use a variety of trade and consumer publications to achieve this, including AIN, Professional Pilot magazine, Flying Magazine, Ac-u-Kwik and many other resources for pilots (such as fltplan.com). We attend several national and international trade shows each year.

Avfuel will write and distribute a press release to national and international trade and consumer publications on behalf of the City of Lee's Summit as needed.

The City of Lee's Summit will also benefit from national and international exposure on the Avfuel website visited by hundreds of pilots each day.

### **AVTRIP: NO COST Double AVTRIP Point Promotion for 120 Days**

As a participant of AVTRIP—Avfuel's pilot loyalty program—the City of Lee's Summit will receive numerous impressions to a network of 65,000+ member pilots. The AVTRIP program is promoted monthly in all national trade publications, including Ac-u-Kwik, AIN and Professional Pilot. We will also promote the City of Lee's Summit to our private list of AVTRIP participants via newsletters and email blasts.

AVTRIP is Avfuel's incentive program for pilots and flight departments. Each time a member purchases fuel at a participating Avfuel FBO, he or she earns points that accumulate toward monetary awards. The AVTRIP program is extremely successful on two fronts: it significantly increases our FBOs' businesses and substantially decreases the demand for discounts by corporate operators. The AVTRIP program promotes itself with pilots and FBOs.

- Longest-running program in general aviation (since 1988)
- 65,000+ registered members
- 28,000+ active members per quarter
- Points accumulate quickly, allowing members to reach their monetary awards faster
- Tiered membership status encourages flying to more AVTRIP FBOs and taking more gallons

Avfuel aggressively promotes the AVTRIP program through ongoing, innovative marketing campaigns and targeted materials. More than 50,000 AVTRIP brochures are prominently displayed at the facilities of participating dealers. In addition, participating FBOs are designated in Ac-u-Kwik, advertised on fltplan.com, in Professional Pilot, AIN, Airport Business, at international and regional conventions, and at many major sporting and industry events.

This exposure is over and above our Avfuel-branded direct marketing campaign—meaning unrivaled marketing and advertising support working to increase your bottom line.

### **AVTRIP is preferred in the following categories:**

- Overall member experience
- Ease of use at the counter
- Overall communication quality
- Ease of managing account over the Internet
- Ease of redeeming awards
- Number of locations

Cost to the City of Lee's Summit is \$0.01 per point, 2 points minimum awarded per gallon (i.e., \$0.02 per gallon), only on gallons for which points were awarded.

### **Avfuel Contract Fuel | 0% Processing Provides Significant Savings**

Avfuel Contract Fuel customers include airlines (mainline, commuter, regional, ad-hoc), charter, corporate/Part 91, fractional, air ambulance, cargo/freight hauler operators and other qualified customers. This program allows these customers to purchase fuel on a contract basis at more than 3,500 global locations. There are currently more than 6,000 customers participating in Avfuel Contract Fuel, representing more than 32,500 turbine aircraft.

Avfuel's contract fuel department maintains its own dedicated sales and support staff, and is available 24/7/365.

Other contract fuel providers and resellers have access and can be processed through the Avfuel Contract Fuel program to provide streamlined billing, and reduce receivables and credit exposure for the FBO.

This program provides access to fuel buying decision makers. Contract fuel users receive Avfuel price reports via web, email, CTA, FOS/BART/PFM flight planning programs at our 3,500+ worldwide contract fuel agent locations.

FBOs can maximize margins and fuel uplifts by being able to customize into-wing rates in our system.

All major fractional operators utilize the Avfuel Contract Fuel program and have access to special pricing and customized billing to meet their needs.

The City of Lee's Summit will continue to receive 0 percent processing and no transaction fees.

### **NO COST: Sales aids for the City of Lee's Summit**

- Windsocks
- Hats and uniform patches for staff
- Welcome mats for lobby entrances—a great way for you to advertise your Avfuel affiliation every time a customer uses your facility
- QA inspection forms
- Aircraft Ground Service and Towing Guide
- FBO Incident Reporting Procedure Poster
- "AVTRIP Points" display for your service counter
- Attractive point-of-purchase display for your front counter
- Uniform costs can be applied toward the Avfuel co-op advertising program. Avfuel will provide uniform patches at no cost.
- Runway visibility of the FBO can be an important advantage in attracting pilots to your facility. If necessary, Avfuel will replace existing signage at no cost to the airport provided that electrical service and foundation (if pole sign) are in place and provided; Avfuel can also provide additional wall signage if needed at no cost.

### **NO COST: Co-op**

Customers that would like to participate can use virtually any advertising medium (web-based, printed advertising, direct mail, uniforms, etc.). Avfuel will set aside \$0.005 per gallon in a co-op advertising fund for every general aviation gallon purchased from Avfuel each calendar year. This program is designed with up to 50 percent participation from Avfuel on approved advertising, based on available co-op funds. We remain flexible and will work with you to determine how we can best utilize this program to assist you in increasing fuel sales.

### Avplan

Avplan Trip Support, Avfuel's in-house flight planning company, is part of Avfuel's ever-evolving toolbox of strategies for directing traffic to our customers' ramps for fuel, maintenance and everything else you offer. Our unique system puts you in the center of an international network of flight departments, handlers, FBOs and aircraft.

- 9. We anticipate that a 100LL Alternative fuel will be more widely available for use in all piston aircraft with-in the timeframe of this contract. Describe how your organization is preparing to supply FBO's with this fuel. Do you have any estimated timeframe when it will be widely available on the market?**

### Unleaded Avgas

Avfuel, via Avfuel Technology Initiatives Corporation, is proud to collaborate with industry organizations by providing its distribution expertise for high-octane unleaded avgas.

Toward this effort, Avfuel offers its resources to collaborate with and assist a variety of operations working toward a viable solution:

- Avfuel works with EAGLE and operations moving through the Supplemental Type Certificate (STC) and PAFI processes. The EAGLE initiative is dedicated to transitioning aircraft to a lead-free alternative by the end of 2030.
- Collaborating with General Aviation Modifications, Inc. (GAMI) in its journey to commercialize G100UL avgas—the first unleaded avgas solution to receive functional fleet-wide FAA approval.

Current best estimates are that G100UL avgas could cost \$0.70-\$0.90 cents/gallon more than 100LL plus transportation until it becomes more widely available. Logistics are still being developed to determine the delivered cost. Until scalable infrastructure has been developed, the delivered cost of G100UL will be affected by transportation costs. The state of California will be the first targeted supply area.

While G100UL is not commercially available at this time, the Avfuel team works toward this end every day. We will be bring a solution to the marketplace. Aircraft will require an STC to use G100UL.

In addition to this collaboration with GAMI, Avfuel is currently working with all industry partners to help promote the distribution and adoption of unleaded avgas as further progress on the initiative is made.

### UL94

Swift Fuels has produced UL94 at its Indiana fuel facility since 2015. UL94 Unleaded Avgas is a lower octane than 100LL, but it satisfies the minimum octane requirements of more than 125,000 aircraft (66% of the U.S. piston fleet) as an unleaded avgas solution. Aircraft that are able to fly on 94-octane avgas are required to obtain a UL94 STC to purchase and consume the fuel.

Avfuel currently delivers/distributes UL94 to customers and is available if the airport elected to purchase this product.



Two horizontal bars with a red diagonal line pattern are positioned above and below the central text box. The top bar is located between approximately y=275 and y=405, and the bottom bar is between approximately y=575 and y=705. Both bars span the width of the page.

Exhibit A: Avfuel's Proposal

# Avfuel Contract Fuel

---

*Our sales team works as an extension of your FBO, reaching out to 6,000 customers.*

## Targeted Sales Strategy for Effective Growth.

Avfuel Contract Fuel Sales collaborates with you to develop a targeted list of prospects to communicate with on your behalf; established relationships with thousands of flight departments instantly injects you into this rich market.



## Beneficial for Business

---



6,000+ Customers



32,500+ Turbine Aircraft



3,500+ Locations Worldwide

0%

ZERO processing fees for fuel on Avfuel Contract Fuel transactions

- Transacted with the Avfuel Pro Card; can be used for contract fuel, retail fuel and non-fuel flight expenses. Cardholders enjoy zero fees
- Improve margins with custom into-plane rates
- Approved direct-bill format for fractional operators—NetJets, Flexjet
- All third-party (reseller) transactions are processed through your POS to streamline billing and reduce receivables
- Leverage market data (TRAQPak/AMSTAT, FAA, etc.), flight patterns and buying history for a targeted approach to prospecting
- No need to split transactions. Fuel and non-fuel items can be on the same invoice

# Avfuel Marketing Capabilities

*Slash your marketing budget—our team delivers on your needs for free.*



## Brand/Image

- Launch or rebrand
- Strategies to build brand value
- Brand audits
- Concept, graphic design and content support
- Media buying and planning
- Interior/exterior facility design
- Uniforms



## Print

- Magazines, trade publications, directories, brochures
- Newsletters, business cards, letterhead and other collateral
- Posters, billboards, custom interior lobby artwork
- Custom mailers



## Public Relations

- Communications/PR strategies
- Social media strategies
- Press releases
- Internal and external communications



## Sales and Training Support

- AVTRIP—utilization and how to use as a sales tool
- Customer Service
- Rampside Training
- Contract Fuel
- Leveraging Card Processing



## Digital

- All web advertising
- Email communications
- Custom corporate videos
- Newsletters
- Website design and development



## Special Event Assistance

Concept, creative and content support for all events, industry conferences and meetings



## Marketing Campaigns

Conceptualize, develop and help distribute custom marketing campaigns

# Avfuel Training System (ATS)

One ATS subscription that covers every employee means safe operations for less.

## Online:

Avfuel offers its branded FBOs access to the online Avfuel Training System (ATS), **which includes FAA-Approved Line Service Fuel Safety Training and Supervisory Fuel Safety Training to satisfy 14 CFR 139.321**. Upon completion, employees receive a Line Service Fuel Safety Training Certification or Supervisory Certification equivalent to NATA. Please see the below for a breakdown of this system's programs and lessons:

**The ATS is provided at NO COST to the City of Lee's Summit.**

### FAA-Approved Line Service Fuel Safety Training & FAA-Approved Supervisory Fuel Safety Training

- Fuel Handling and Fire Safety
- Aviation Fuels and Additives
- Fuel System Icing Inhibitor (FSII)
- Contaminants and Fuel Testing Methods
- Procedures for Receiving a Load of Aviation Fuel
- Aviation Fueling Components
- Fuel Storage Systems
- Mobile Refueling Equipment
- Aircraft Fueling and General Operations
- Record Keeping Best Practices
- Supervisor Specific: Effective training techniques

### Avfuel Customer Service Training

- Culture and Brand
- Service Essentials
- Amaze and Wow

### Avfuel Front Counter Training

- Avfuel Contract Fuel
- AVTRIP
- Avfuel Network Referrals & Rewards

### Online ATS Cost: FREE

All subscriptions include unlimited seats for the year, and training on customer service, front counter and ramp safety.

- With FAA-Approved Line Service Training\*  
\$750.00 for initial | \$300 renewal **FREE**
- With FAA-Approved Supervisory Training PLUS FAA-Approved Line Service Training\*  
\$1250 for initial | \$500 renewal **FREE**
- General Fuel Safety Lesson Free to Avfuel-branded FBOs

\*Part 139

### Ramp Safety

- Aircraft Marshalling
- Aircraft Towing Equipment
- Aircraft Towing Procedures
- De-icing and Anti-icing Introduction
- De-icing and Anti-icing Fluid Handling Procedures
- De-icing and Anti-icing Fluid Application
- General Aviation Security

## In Person:

### Supervisory Fuel Safety Training Seminar

Avfuel offers free 14 CFR FAA-approved Part 139 Fire Safety and Fuel Quality Assurance Training Seminars for Supervisors.

### Avfuel's QA team is available 24/7/365

Our fuel quality assurance team is a group of recognized experts that work with FBOs, transport companies, terminals and handlers on the proper handling of aviation products.



# Sustainability Initiatives

*Avfuel's leading the mission to bring sustainable solutions to customers*



## A Leader in Bringing Sustainable Aviation Fuel (SAF) to Market

### Supply

Avfuel now provides consistent SAF supply at 13 FBO locations and is quickly adding more FBOs/airports to this list: Hillsboro Aviation (KHIO), ACI Jet (KSNA), Million Air Burbank (KBUR), Monterey Jet Center (KMRY), Del Monte Aviation (KMRY), Sonoma Jet Center (KSTS), Telluride Regional Airport (KTEX), Truckee Tahoe Airport District (KTRK), and Atlantic Aviation in Aspen (KASE), Rifle (KRIL), Haden (KHDN), Montrose (KNTJ) and Thermal (KTRM). Additionally, Avfuel supplies corporate flight departments and OEMs.

### Demonstrate

Avfuel routinely supplies SAF in limited quantities for special events at FBOs, airports and major OEM bases across North America.

### Educate

Avfuel participates in educational technical/commercial panels at conventions/symposiums both domestically and internationally, in addition to working with the media, industry associations and Avfuel's outlets on awareness.

### Consult

Avfuel consults with all customer segments—including FBOs, airports, corporate flight departments, OEMs, airlines and fractional/charter operators—as they integrate SAF into their sustainability metrics, and secures commitments to encourage greater production.

### Source

Avfuel has agreements with Gevo, Inc., and Neste for SAF supply in North America. Avfuel works globally to secure additional reliable sources of SAF and determine the most effective logistics plan to source, blend, test and store the product.

### Contribute

Avfuel is a leading contributor in the business aviation environmental and sustainability coalition, collaborating with GAMA, NATA, NBAA, IBAC, CAAFI, A4A and AAAE.

## Avfuel's Carbon Offsetting Program

Avfuel launched a simple-to-use carbon offset program, allowing operators to purchase carbon credits to help reach net-zero carbon emissions. Flight operations can offset their carbon emissions by designating a specific number of gallons to offset when creating an Avfuel Contract Fuel authorization online, or by opting to offset emissions from all gallons of fuel purchased through Avfuel. **Every carbon credit offsets approximately 100 gallons of jet fuel.**

Visit [avfuel.com/sustainability](https://avfuel.com/sustainability) for more details on Avfuel's sustainability initiatives.



EXHIBIT B  
TO  
SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
AVFUEL CORPORATION

SCOPE OF WORK

See following page(s).

**SECTION B****SCOPE OF WORK AND SPECIFICATIONS FOR SERVICES**

1.0 INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES: The City of Lee's Summit is seeking proposals from aviation fuel providers for 100 Low Lead Aviation fuel, Jet-A Turbine fuel as well as having the capabilities to provide:

- Supply and Source
- Automated Credit Card Programs
- Rental and Maintenance of Mobile Refuelers
- Technical Support
- Development of banners to be placed on websites
- Development and distribution of email marketing programs
- Third Party Liability Insurance
- Marketing and Promotional Programs

1.1 Description of Operations or Background:

The City of Lee's Summit, Missouri is a charter city under the laws of the State of Missouri. The City is approximately 64 square miles in area and is located in southeast Jackson County and northern Cass County, in the southeastern quadrant of the Kansas City, Missouri metropolitan area. The current population is approximately 99,000.

Lee's Summit Municipal Airport is one of five airports listed in the National Plan of Integrated Airport Systems (NPIAS) as a general aviation reliever airport in the Kansas City metropolitan area and is listed as one of the busiest non-towered airports in the state. The airport currently has 154 aircraft, with estimated annual operations of 56,000. The City is currently in the final stages of development of a 40,000 sq ft facility that will include 30,000 sq ft of hangar space and 10,000 sq ft of FBO Space. Additionally, the Airport has been awarded an FAA grant to design a new GA Terminal Building. Once this development breaks ground the Airport will begin the process of re-branding both the Airport and FBO Services.

The Lee's Summit Airport currently processes credit card payments via a Self-Service Island (Fuel Master) and all other transactions through an online Point of Sale (POS) software called Total Aviation Software (TAS). Major credit cards, Government Air Cards, and Aviation related cards such as Colt, and Multi-Service through the current fuel provider. The Airport receives a Bi-Weekly transfer of funds for transactions proceeded through Fuel Master and TAS. Additionally, we receive bi-weekly credit card reconciliation for both Fuel Master and TAs Transactions.

The current fuel provider provides online website which enables the Airport to process credit cards and provides transaction reporting functionality.

As part of this RFP, vendors are expected to present their ability to market the Lee's Summit Airport. The presentation needs to cover how their brand is marketed nationally, and what marketing services they will provide the Lee's Summit Airport. The presentation should include marketing examples of print, electronic, convention support, Co-Op opportunities, support during special airport events, and type of support for attending NBAA/BACE, Schedulers and Dispatchers conference, and other industry events.

Currently Lee's Summit Municipal Airport is renting the following refuelers, 1,200 gal 100LL AVGAS, 3,000 gallon 1995 Ford and a 5,000 gal 2022 international from our current fuel supplier. The Airport wants suppliers to include rental and maintenance. With expected growth, the Airport anticipates there will be a need for larger and more mobile refueler during the life of this agreement. If new or additional refuelers are required by the City, said units shall meet industry standards for all safety equipment as currently required by federal, state and local authorities.

There is a possibility that during the lifetime of this agreement that the chosen vendor will need to provide the Airport with a 100LL alternative fuel. Vendors are expected to provide their current and future capability to provide a 100LL Alternative.

## **2.0 SCOPE OF SERVICES:**

To provide aviation fuel, 100 Low Lead and Jet-A Turbine, and 100LL alternative for the City of Lee's Summit Municipal Airport, 2751 N.E. Douglas, Lee's Summit, MO 64064, on an as needed basis, as a yearly contract with four possible renewal period of one year each.

- The fuel shall comply with ASTM 100 Low Lead aviation gasoline & aviation turbine fuels.
- Jet A needs to be delivered to the Airport pre-blended with Prist.
- All fuel shall be free from excessive amounts of solid and foreign materials.
- The City reserves the right to remove samples for laboratory testing. If sample does not meet specifications, the City reserves the right to purchase fuel elsewhere and Contractor will be held liable for costs incurred above the contract pricing.
- The Awarded Contractor shall provide all testing equipment deemed necessary to provide quality fuel testing in order to meet the supplier's standards and sell LXT an Additive Test Kit and a Hydrometer 69 -81 degree at the awarded Contractor's purchasing cost.
- The awarded Contractor or its Agents shall remove contaminated fuel from the tank within 8 hours of notification and pay for any equipment damages caused by the contaminated fuel product. The City reserves the right to select vendors needed to repair any equipment damaged by the contaminated fuel if the contractor is unable to respond to the situation within 8 hours. The Aviation Fuel Service provider would be liable for all costs associated with fuel tank repair work under these conditions.
- As of March 1, 1987, the Missouri Department of Natural Resources requires the City to use a vapor recovery system when transferring fuel at the Aviation Division for the underground tank of the 100 Low Lead System. This system requires the use of an Emco Wheaton F298 Coaxial Elbow for vapor recovery.
- The awarded Contractor will need to provide a lighted, branded sign for placement on the FBO at no cost. The sign will need to conform to all City and state fire codes.

## **3.0 CITY PROVIDED SERVICES:**

The City's fuel vessel for the 100 Low Lead, is a 10,000 gallon underground tank located on the north side of the Administration building. The fuel is dispensed from a stationary island, which is equipped with a Fuel Master Plus system to allow for 24-hour dispensing of fuel. Fuel service is both full service and self- service on this system. Estimated annual sales of 100 Low Lead are 120,000-gallons.

The Jet-A Turbine fuel is dispensed from a 10,000-gallon above ground fuel tank and mobile refuelers. This system is located south of the Administration building approximately 110-feet. Estimated annual sales of Jet-A Turbine fuel are 285,000 gallons.

The development of a new fuel farm is a part of the Airport's five-year Capital Improvement Program. No specific date for construction is set at this time.

EXHIBIT C  
TO  
SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
AVFUEL CORPORATION

PROPOSAL FEES / COSTS

See following page(s).

A large rectangular area with a red background and a fine, diagonal grid pattern, positioned above the title box.

FORM(S) 6 Proposal Fees

A large rectangular area with a red background and a fine, diagonal grid pattern, positioned below the title box.



**PROPOSAL FEES FORM NO. 6A: FUEL PRICING**

**NOTE:** This sheet may be reprinted & submitted with the proposal. All verbiage should be sequential and replicated if utilizing a separate form.

**SECTION 1:**

For the purpose of computing the cost of the fuel, the City requires that all respondents use the delivered base price on **TUESDAY, September 26<sup>th</sup>, 2023, AT 3:30 PM CST** for each of the two types of fuel being bid. On this form 6A, only the Fuel Total in Section 1 (below Table) will be scored.

DESCRIPTION	EST. ANNUAL QTY.	Unit Price/Gal	Freight & Delivery/Gal	Profit Margin/Gal	ESTIMATED TOTAL PRICE
100 Low Lead aviation fuel, <u>delivered, excluding applicable governmental taxes and fees</u>	120,000 gallons	\$3.8670	\$0.41645	\$0.05	\$4.33345
Jet-A Turbine fuel, <u>delivered, excluding applicable governmental taxes and fees</u>	285,000 gallons	\$3.36274	\$0.0758	\$0.05	\$3.48190
<b>FUEL TOTAL</b>					\$7.81535 <i>Cost to be scored</i>

**SECTION 2:**

Respondent shall list below any and all applicable federal, state, local taxes/fees for each type of fuel.

**100 Low Lead Aviation Fuel:**

Description of Tax/Fee	Amount/Gallon
Federal Excise Tax	\$.194
Federal Superfund	\$.00604
Missouri Fuel Tax	\$.09
Missouri Inspection Fee	\$.0007
Missouri UST Ins. Fund	\$.004

**Jet-A Turbine Fuel:**

Description of Tax/Fee	Amount/Gallon
Federal Excise Tax	\$.244
Federal Superfund	\$.00604
Missouri Inspection Fund	\$.0007
Missouri UST Ins. Fund	\$.0025

**NOTE:** All deliveries shall be made within 24 hours from the time order is placed to the Lee's Summit Municipal Airport, 2751 NE Douglas, Lee's Summit, MO 64064. Can your firm comply?  **Yes**  **No**

**PROPOSAL FEES FORM 6B: MOBILE REFUELER PRICING**

On this form 6B, only the Mobile Refuelers Total Estimated Annual Cost (below Table) will be scored.

Type	Make	Model	Year	Capacity (gal)	Monthly Cost	Estimated Annual Cost (Monthly x12)
100LL Truck Rental Mobile Refueler	GMC (Delivered on 11/18/22)	C4500	2005 Complete refurb in 2022	1,200	\$0	\$0
Jet A Truck Rental Mobile Refueler Truck 1	International	HV607	2020	5,000	\$0	\$0
<b>MOBILE REFUELERS TOTAL ESTIMATED ANNUAL COST</b>						\$0 <i>Cost to be scored</i>
<b>OPTIONAL</b>						
Jet A Mobile Refueler Rental Truck 2	International /GMC/Ford		2007-2010	3,000	\$0	\$0
Swap existing 100LL Truck	Ford/Ram		2020 or newer		\$500	\$6,000

**Does supplier accept fuel orders placed with a City Procurement Card?**
 Yes

 No

**Please Explain.**

Avfuel is able to accept a city procurement card (Master Card or Visa Card) as a form of payment. A charge of 2% is added to the invoice total to cover the cost of accepting this type of payment. For all other forms of payment acceptance, there are no additional charges.

EXHIBIT D  
TO  
SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
AVFUEL CORPORATION

SIGNED ACKNOWLEDGEMENT OF ADDENDUM(S)

See following page(s).

Exhibit D: Signed Acknowledgement Of Addendum(s)

**EXHIBIT D**  
**RFP NUMBER 2024-028**  
**ADDENDUM NO. 1**  
**09/27/2023**

The original Request for Proposal for **Aviation Fuel** remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

**PRE-PROPOSAL CONFERENCE VIA ZOOM, DATE/TIME: September 19<sup>th</sup>, 2023 at 2:00pm Local Time**

The Pre-Proposal Conference was held for the purpose of promoting an understanding of the City's requirements and needs, and to clarify any confusing areas of the request, by allowing conference participants to ask questions. The City intends to make an award to a responsive and responsible firm through an open and competitive procurement process; one that will satisfy all the requirements in the most economical manner deemed to be in the best interest of the City.

❖ Addendum Section 1—CHANGES:

**Section B SCOPE OF WORK AND SPECIFICATIONS FOR SERVICES**, Pg. B-21, 6.0 **INVOICING, PAYMENT & SALES TAX**, 6.1 shall now read:

- ❖ 6.1 Invoices shall be prepared & submitted after confirmation of fuel delivery. Invoice shall be sent out no more than 3 business days after the delivery. Emailing of invoices to [ap@cityofls.net](mailto:ap@cityofls.net) is the City's preferred method of transmission, **but they may also be sent via regular mail to the City of Lee's Summit, 220 SE Green Street Lee's Summit, MO 64063. Invoices should contain a minimum of the following information: PO number, invoice date, ship date, shipping address, billing address, order number, product description, price per gallon pre-tax, taxes, gallons ordered, gallons shipped, price extension, release number, payment terms, discount payment terms (if applicable).**

- ❖ Exhibit A, Pg. A-15, Form No. 5 Project Approach Narrative, MOBILE REFUELER INFORMATION shall now read:

**Jet-A Truck Rental Mobile Refueler(s):**

**Truck #1 (REQUIRED)**

Minimum of one (1), 5,000 gal capacity truck with two over-wing hoses and one single point refueling capability. The truck needs to be a 2019 or newer model. Needs to include a digital meter readout on both hoses and printer installed. Required to have a Prist injector system, and Scully system and meets all NFPA requirements.

**Truck #2 (If Applicable, OPTIONAL)**

The second truck can vary between 3,000-5,000 gal capacity. The second truck should have two over-wing hoses and one single-point refueling capability. The second truck would be used primarily as a backup and storage. We prefer digital meter readout on both hoses and printer installed, but is not a requirement. This truck should have a Scully system and meet all NFPA requirements. No age limit.

- ❖ Addendum Section 2—Q & As FROM THE PRE-PROPOSAL CONFERENCE & PUBLIC PURCHASE: The format of this next section of this addendum document will detail questions asked, answers provided, will be denoted as follows: **Q** = Question, **A** = Answer

**Q1:** Page A-11, can you elaborate more on Questions 16 and 17?

**A2:** In general, these are summaries of which may include statements, credits, debits, types of fuel and amounts delivered/purchased. Emailing of this information weekly is preferred.

**Q2:** Regarding the Refueler, do you want the Registers or screens?

**A2:** Screens

**Q3:** Regarding the cabinet sign, what size is the sign that you have now and is the awardee expected to provide a whole new sign or just new panels? Can you share current signage details please?

**A3:** The sign is around 5'x7' and is back lit. It hangs on the side of the building. Our current Contractor, AvFuel, provided this sign so it is not the City's. The awarded Contractor needs to be prepared to have a similar sign. The current sign dimensions are preferred at approximately 5'x7'.



**Q4:** Do you have any commercial or cargo lines?

**A4:** No.

**Q5:** On Pg. A-12, what does “work with the lead company” refer to exactly? The Fuel Terminals?

**A5:** Yes, the fuel terminals. We would assume if you are listing them, you have likely worked with them previously.

**Q6:** When you say to talk about refueler maintenance, what type of maintenance? Monetary or physical?

**A6:** Just let us know what the details are that you could offer as it pertains to either monetary or physical maintenance. The City would welcome both monetary or physical. Advise what your entity offers and the specifics behind whatever that is.

**Q7:** B-21, Section 6.1 Invoices, are you wanting us to batch your invoices monthly?

**A7:** No. see Changes to this Section within this Addendum, Section No. 1. Basically, invoices should be sent upon confirmation of delivery, and for sure within 3 business days of that delivery.

**Q8:** Are fuel invoices to have 30 Day Payment Terms?

**A8:** The City’s standard payment terms are Net 30 days as indicated on Pg. B-21, 6.2. However, if you offer discounted payment terms for paying quicker, please identify that in your submittal, preferably somewhere within Form No. 1.

**Q9:** Can you confirm the Jet A is with FSII?

**A9:** Yes, we want the fuel to be pre-mixed with FSII.

**Q10:** Does the Mobile Refueler truck need to have a Prist injector?

**A10:** Yes, as indicated on Form No. 5.

**Q11:** Do you sell military fuel?

**A11:** No.

**Q12:** Contract Fuel Volume: Can the City provide total annual Contract Fuel Volumes at KLXT for FY-2023 & FY-2022.

**A12:** Contract Fuel Date Range 1/1/2022 to 12/31/2022: 44,209. Contract Fuel Date Range 1/1/2023 to 9/22/2023: 36,981

**Q13:** Avgas Refueler: The RFP 2024-028 request a 1200 usg / 2020 or newer unit. Would like to ask if a 2022 1000 usg unit would be acceptable.

**A13:** No, we need to stick with the 1,200 gallon truck.

**Q14:** Jet A Refueler: The RFP 2024-028 request a 5000 usg / 2020 or newer unit. Would like to ask if a 2019 5000 usg unit would be acceptable.

**A14:** Yes, we would consider that and have identified the change to the Specification above in Addendum Section 1 CHANGES. Please review that.

**Q15:** Section 7 of the Scope of Work.

This states that subcontractors are not allowed unless the city approves. All suppliers use common carriers, are they allowed as they are used today?

**A15:** The City will allow the use of common carriers. On Form No. 5, Question No. 1, the City ask for the common carrier information to be disclosed. In addition, Question 7 on Form No. 5 also asks for common carrier information as it pertains to insurance. Responses to both of these questions should be responded to. Those responses will be considered the written information/request that will be reviewed and scored with the rest of the information that is reflected on Form No. 5.

**Q16:** What terminals are your Jet A and Avgas currently supplied from, and will you please provide copies of the last two Bills of Lading for both products?

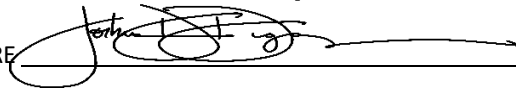
**A16:** Staff has reviewed this question and is not seeing the relevancy between our current arrangement and a respondent’s submittal. Please provide a proposal best suited for your business needs based on the requirements of the RFP.

ACKNOWLEDGEMENT

Each respondent shall acknowledge receipt of this Addendum No. 1 of RFP No. 2024-028 titled Aviation Fuel by his/her signature affixed hereto, and shall include this Addendum with their original proposal submittal as Exhibit D.

CERTIFICATION BY RESPONDENT:

SIGNATURE



TITLE Area Manager of the Great Plains

COMPANY Avfuel Corporation

DATE September 27, 2023