



LEE'S SUMMIT MISSOURI

NOTICE TO PROCEED

November, 2021

Avfuel Corporation
Attn: Joshua Diggs
47 W Ellsworth Rd
Ann Arbor, MI 48108

Re: PROJECT NAME: Aviation Fuel Services & Related Products
RFP NUMBER: 2017-122
RENEWAL AGREEMENT NUMBER: 2017-122/4R

Dear Mr. Diggs:

You are hereby notified that Agreement 2017-122/4R has been renewed. The agreement term shall be for a one (1) year period from November 9th, 2021 through November 8th, 2022. This is the final one-year renewal term.

A Purchase Order should be issued for requested work against this agreement. The Purchase Order number must be referenced on all invoices, delivery tickets, and all associated paperwork.

To ensure prompt payment, all invoices must be sent to Accounts Payable at ap@cityofls.net, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice by the AP Department.

City staff looks forward to doing business with your company during this contract period. Please do not hesitate to contact me at 816-969-1085 with any questions or concerns.

Thank you,

Tarah Daugherty, CPPB

Procurement Officer II

cc: Project File
Accounts Payable

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063
Phone: 816-969-1085 Fax: 816-969-1081
Tarah.daugherty@cityofLS.net

TITLE-SIGNATURE PAGE

REQUEST FOR PROPOSAL NO. 2017-122

The City of Lee's Summit will accept electronically submitted proposals through Public Purchase from qualified persons or firms interested in providing the following:

**AVIATION FUEL SERVICES & RELATED PRODUCTS AS A YEARLY AGREEMENT
IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES**

**PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE
CLOSING DATE OF JUNE 6TH, 2017, 2:00 P.M. CENTRAL STANDARD TIME**

**A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR MAY 23RD, 2017
AT 10:00 A.M. CENTRAL STANDARD TIME IN THE FINANCE & PROCUREMENT CONFERENCE ROOM CITY HALL ON THE 2ND FLOOR
PARTICIPANTS MAY ALSO JOIN VIA CONFERENCE CALL BY DIALING: 605-475-4752, ACCESS CODE 494624**

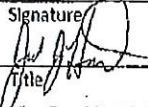
The cutoff date for any questions for this RFP is May 26th, 2017, at Noon, Local Time.

It is the responsibility of interested firms to check the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicinfo> for any addendums prior to the closing date and time of this Proposal. All addendums must be signed and included with submitted proposal.

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name		Authorized Person (Print)	
Avfuel Corporation		Joel Hirst, Vice President Sales	
Address		Signature	
47 W. Ellsworth Rd			
City/State/Zip		Title	
Ann Arbor, MI 48108		Vice President Sales	
Telephone #	Fax #	Date	Tax ID#
734-663-6486	734-663-1681	May 30, 2017	38-2073252
E-mail jhirst@avfuel.com		Entity Type Corporation	

June 1, 2017



City of Lee's Summit
Procurement and Contract Services Department
220 S.E. Green Street
Lee's Summit, MO 64063

LETTER OF TRANSMITTAL

Dear Procurement and Contract Services Department,

Thank you for taking the time to review Avfuel Corporation's response to RFP #2017-122. The following pages outline Avfuel Corporation's proposal to supply aviation fuels and services, along with marketing and branding support for the City of Lee's Summit, as it has these past five years.

Our robust supply network, proprietary training and operational systems give FBOs and airports a reliable and capable fuel provider. Even more importantly, Avfuel provides a variety of solutions that work in conjunction to provide maximum, tangible results for you.

Working as a team, our goal is to achieve the following objectives:

- Uninterrupted fuel supply, including split loads with local airports
- Greater connectivity and visibility with targeted customers and prospects
- Streamlined operations to optimize efficiency, including quality control training
- Improved loyalty among existing customers
- Effective short-term and long-term growth strategies including fuel farm expansion and storage

Avfuel Corporation exclusively focuses on aviation -- meaning you're partnered with a company that supplies much more than fuel. Our diverse business lines and competitive programs propelled us to the forefront of the aviation industry and gained us a loyal following among pilots and flight departments. While we work with hundreds of FBOs and airports, we know each needs a unique, custom approach.

David Mittleman, your District Manager, hope to continue to work with you for many years to come. His local presence and outstanding service continue to show his dedication to the City of Lee's Summit Airport. Please do not hesitate to contact David or me with any questions at 734-663-6466. We look forward to continuing putting our reputation and aviation commitment to work for you.

Best regards,

AVFUEL CORPORATION

A handwritten signature in black ink, appearing to read 'Joel Hirst', is written over the printed name.

Joel Hirst
Vice President Sales
734-663-6466
jhirst@avfuel.com

This comprehensive proposal is submitted for approval within 90 days and is subject to the execution of the contract documents satisfactory to both parties, which will incorporate the proposal terms and, when executed, becomes binding to both parties.



RFP NUMBER: 2017-122

ADDENDUM NUMBER: 1
May 26th, 2017

The original RFP# 2017-122 for Aviation Fuel Services and Related Products remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

PRE-BID CONFERENCE
05/23/2017 at 10:00A.M. CST

The Pre-Bid 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 Invitation for bid, by allowing potential bidders 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 that is deemed to be in the best interest of the City.

The Pre-Bid Conference was opened with introductions and a statement of purpose by the Procurement Officer II, Sarah Daugherty.

Please Note: The format of this addendum document will detail questions asked, answers provided, clarifications and statements made and will be denoted as follows: Q = Question, A = Answer

Q1: What is the anticipated start date?

A2: *Our current Agreement is up on 08/08/2017. However, this date may be extended while we seek Committee & Council Approval if there are changes to those schedules. It is very likely that if a new Agreement is an award from this Solicitation, that it will not take effect until around October of 2017.*

Q2: Can you explain the discount that you receive for 10 day payments? Is it a cents per gallon (cpg) or a percentage? If a cpg, what is the cpg discount. If a percentage, what is the percentage discount?

A2: *Under our current Agreement, Discount is Net 0.005 10-days. It is a % Discount, not a per Gallon Discount.*

Q3: Do you receive Jet-A or Jet with additive?

A3: *Jet-A with additive—Pre-Blended with Prist*

Q4: What are the current terminal/sources for your Jet-A and avgas?

A4: *Jet-A is out of Kansas City typically and 100LL is out of Tyler, TX or other possible service if Tyler is down.*

Q5: What stage are you in for completion of your runway expansion project?

A5: *As mentioned on Pg 4 of the RFP document, "The City is expected to complete runway improvements in the fall of 2017."..."Plans for a new fuel farm and additional aircraft hangar storage space are expected to begin shortly after the runway work is completed. Over the next several years the City will be developing plans for a new Terminal building and master plan."*

Q6: When do you anticipate your fuel farm upgrade project?

A6: *As mentioned on Pg 5 of the RFP document, "The development of a new fuel farm is a part of the Airport's five-year Capital Improvement Program. Design of a new fuel farm will begin in Fiscal 2018, no specific date for construction is set at this time."*

Q7: What type of refueler maintenance are you currently doing responsible for?

A7: *With our current Contractor, we are responsible for everything with the exception of anything to do with the Engines and Transmissions.*

Addendum Number 1
Page 1 of 2

Q8: How do we obtain the RFP proposals from 2012 bidding?

A8: AvFuel and Arrow Energy submitted Proposals in 2012. Upon an emailed Request to the Procurement Officer listed on the front page of this 2017 RFP 2017-122, you may request a copy of the Proposal that was awarded previously to Avfuel & a copy of the previous Proposal's Composite Scoresheet if you so choose. However, please be mindful of the cutoff date for Questions as identified in this 2017-122 RFP of which is 05/26/2017 at Noon Local Time (CST).

Q9: Do you have a current Avfuel sign erected on the airport?

A9: Yes. It is an Awning sign over a window of the current Terminal building. Operations are moving to Hangar 1 this fall.

Q10: With the expansion of the runway and fuel farm do you think you will need a larger capacity Jet fuel truck, say 5000 gallons?

A10: Yes, we addressed this in the pre-conference meeting. The volume of gallons used in the RFP are based on historical data and proposed budget, with the 4,016 length runway. Volumes are expected to be much higher once the runway is reopened.

Q11: You mentioned in the pre-proposal meeting that you need to have trucks in place that are affordable. What are the current monthly lease rates on your refuelers?

A11: The 900 gallon Isuzu is \$300.00 per month, the 3000 gallon Jet A is \$500.00 per month. Please keep in mind, you must look at the year of the truck. What we meant by affordable, we are not expecting brand new trucks.

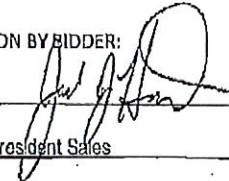
Q12: With anticipated growth, would you consider a larger jet truck (5K)?

A12: We do anticipate needing a 5K truck sometime in the future during the life of the contract. We pay for the rental through our fuel sales, we would want to look at the rental rates for both a 3DK & 5K.

ACKNOWLEDGEMENT

Each bidder shall acknowledge receipt of this Addendum No. 1 of RFP No. 2017-122, titled Aviation Fuel Services & Related Products by his/her signature affixed hereto, and shall submit this Addendum and any attachments provided herein with their original RFP submittal. **NOTE:** A signed copy of this Addendum No. 1 is a **REQUIRED** to be provided with Proposals.

CERTIFICATION BY BIDDER:

SIGNATURE  _____ Joel Hirst

TITLE Vice President Sales _____

COMPANY AvFuel Corporation _____

DATE May 30, 2017 _____

CITY OF LEE'S SUMMIT

REQUEST FOR PROPOSAL NO. 2017-122

The City of Lee's Summit will accept electronically submitted proposals from firms/providers interested in providing Aviation Fuel Services and Related Products. Proposals must be received electronically in Public Purchase by 2:00 P.M. Central Standard Time, on June 6th, 2017.

A pre-proposal conference will be held on May 23rd, 2017, at 10:00AM Central Standard Time in the Finance & Procurement Conference Room (2nd Floor) at City Hall, 220 SE Green St. Lee's Summit, MO 64063. Participants may also join the pre-proposal via conference call if preferred. To Conference in on the pre-proposal via phone, dial Phone Number 605-475-4752, Access Code needed is 494624. Participants Interested in submitting a proposal are encouraged, but not required to attend or conference in to the pre-proposal.

RFP documents and any addendums are available by accessing the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicinfo> or by contacting the Procurement Officer listed on page 1. Proposers needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. Proposers should plan on registering no later than 36 hours (M-F) prior to RFP closing. The City reserves the right to reject any and all proposals, to waive technical defects and to select the proposal(s) deemed most advantageous to the City. All addendums must be signed and included with proposal.

For any service agreement greater than \$5,000, the successful proposer shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation 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 agreement. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All proposals should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program.

Tarah Daugherty, Procurement Officer II

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PART I
DESCRIPTION OF PROJECT AND SERVICES REQUIRED

1.0 INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:

The City of Lee's Summit is seeking proposals from aviation fuel providers for 100 Low Lead and Jet-A Turbine Aviation fuel as well as having the capabilities to provide:

- Supply and Source
- Automated Credit Card Programs
- Rental and Maintenance of Mobile Refuelers
- Technical Support
- Third Party Liability Insurance
- Marketing and Promotional Programs

NOTE: City's advertising budget varies from year to year; the amount is +/- \$20,000. There is also advertisement on some websites which is free. Participation of advertisement with our fuel suppliers varies from direct print advertisement cost to participation in public events such donations of fuel for EAA Young Eagle events, EAA B-17 or Ford Tri-Motor. Suppliers have also posted advertisement on the Lee's Summit Municipal Airport, in publications at no cost to the Airport. Awarded Contractor shall create at least two electronic banners per year through their marketing team and Partner with the City in the marketing and the attendance of two persons at the NBAA Schedulers and Dispatchers Convention promoting the suppliers product.

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 based aircraft, with estimated annual operations of 56,000. The City is expected to complete runway improvements in the fall of 2017. These improvements will provide the airport with a primary Runway 18/36 of 5,500 feet by 100 feet and a crosswind runway 4,000 feet by 75-feet. Plans for a new fuel farm and additional aircraft hangar storage space are expected to begin shortly after the runway work is completed. Over the next several years the City will be developing plans for a new Terminal building and master plan.

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 transaction processed 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, 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 two mobile refuelers from our current fuel supplier. The Airport wants suppliers to include rental and maintenance proposals for a Jet-A refueler that can hold between 2,500 and 3,000 gallons, and a 100LL refueler that can hold between 800 to 1500 gallons. With expected growth, the Airport anticipates there will be a need for larger and more mobile refueler during the life of this agreement. The current 100LL Av Gas refueler is a 900 gallon model 1996 Isuzu. The current Jet-A refueler is a 3000 gallon model 1995 Ford.

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.

2.0 SCOPE OF SERVICES:

To provide aviation fuel, 100 Low Lead and Jet-A Turbine, 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.
- 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.
- Awarded Contractor shall provide all testing equipment deemed necessary to provide quality fuel testing in order to meet the suppliers standards and sell LXT a 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.

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 90,000-gallons.

The Jet-A Turbine fuel is dispensed from a 10,000-gallon above ground fuel tank. This system is located south of the Administration building approximately 110-feet. Estimated annual sales of Jet-A Turbine fuel are 60,000-gallons.

The development of a new fuel farm is a part of the Airport's five-year Capital Improvement Program. Design of a new fuel farm will begin in Fiscal 2018, no specific date for construction is set at this time.

The City currently rents two mobile refuelers from its aviation fuel supplier to enable the Airport to provide a higher level of service to its customers. One is a 3,000 gallon unit for dispensing Jet- A and the other is an 800 gallon unit used to dispense 100LL AVGAS.

The City is currently a branded dealer with it's current fuel supplier and shall remain as a branded dealer.

NOTE: The City of Lee's Summit Airport does comply with the Advisory Circular A/C 150-5230-4a. In addition, the City of Lee's Summit Airport does comply with 14 CFR 139.321. The City of Lee's Summit Fire Department provides this coverage and oversight/monitoring through City codes and periodic inspections of fuel facilities and hazardous materials.

4.0 TIMELINE FOR RFP PROCESS:

The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule but it may change due to different circumstances.

Post RFP Notification	May 15th, 2017,
Question Cutoff date	May 26th, 2017 @ Noon, Local Time,
Receive Proposals electronically in Public Purchase	June 6th, 2017 @ 2:00 P.M., Local Time
Meet to review	Week of June 12th, 2017
Interviews	Week of June 26th, 2017
City Council	July 27th, 2017
Notice to Proceed	July 31st, 2017

PART II
INSTRUCTIONS TO RESPONDENTS**1.0 MINIMUM QUALIFICATIONS**

The fuel shall comply with ASTM standards for Low Lead aviation gasoline and Aviation turbine Jet-A fuel. Respondent must have five (5) years of experience in the provision of aviation fuel service. Respondent must be knowledgeable in all aviation fuel regulations on the Federal, State and Local levels and all general practices. The City of Lee's Summit requires that service providers show a commitment to security by meeting the rigorous requirements of the PCI-DSS program. 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. Vendors receive a certificate of compliance when they have passed rigorous annual testing. **NOTE: Compliance to this Program is a Requirement of this Proposal.** The successful respondent will be required to submit a certificate of compliance. The Payment Card Industry (PCI) Compliance Report will need to be updated on an annual basis.

2.0 SELECTION PROCESS:

The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

Step One: Evaluation of Responsive Proposals

Members of the Selection Committee will review and rate each responsive proposal based on the Proposal Ranking Score Sheet of which is identified as Enclosure I within this Proposal for reference. Below is a list of some of the criteria that will be reviewed and rated:

- a. The company's experience in providing Aviation Fuel Services during the past five (5) years
- b. Project approach including Fuel Program, Supply and source, Credit Card Programs offered, Technical Support offered, Liability Insurance Programs and Co-op Marketing & Promotional Programs offered.
- c. Mobile refueler rental and maintenance program being offered.
- d. Cost (up front submitted with proposal)

The Proposal Ranking Sheet for the evaluation of the proposals is included as Enclosure I to this section. The Selection Committee may request additional submittals.

Step Two: Short List Interviews

The written evaluation will produce a list of the top rated proposals that may be selected for interviews (short list). Oral interviews may be conducted in order to make a final decision. Should interviews occur, Members of the Selection Committee will review and rate each interview, based on the Interview Ranking Score Sheet, of which is identified as Enclosure II within this Proposal for reference.

The Project Manager may check references once a short list is determined. Reference check information may be considered as a part of the interview process and incorporated into the firm's Experience & References criteria.

Upon selection of the top rated firm after interviews, the City may negotiate the specific terms of the agreement including cost.

3.0 RESPONDENT COST TO DEVELOP PROPOSAL: All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the City.

4.0 INSTRUCTIONS FOR RESPONDING TO THIS RFP: Submittals must be uploaded into Public Purchase e-bidding system prior to the opening date of June 6th, 2017 at 2:00P.M. local time.

The proposal should be organized using the following format:

- a. Title-Signature Page
- b. Table of Contents for submittal (Enclosure III)
- c. Letter of Transmittal for Request for Proposal
- d. Addenda – (if applicable)
- e. Form No. 1 - Provider Profile
- f. Form No. 2 – Fuel Terminals

- g. Form No. 3 – Experience/References – List those projects your firm has completed within the past five (5) years that are similar to those requested by this RFP. Special attention should be given to projects your firm has completed for other governmental entities. Include company name, address, persons to agreement, telephone number, e-mail address, a brief description of the project completed by your firm, and date completed.
- h. Form No. 4 – Key personnel that will be assigned to the City's project for lead consultant firm(s) and sub-consultant firms. List the person's name, title, project assignments, years of experience and any other qualifications relevant to the City's project.
- i. Form No. 5 – Narrative on project approach. Describe the schedule of events necessary to complete this project clearly defining the roles of all involved parties. Outline familiarity with the project and identify critical or unique issues specific to this project. Outline a communications process and explain unique approaches used elsewhere.
- j. Form No. 6 – Fuel Pricing – Identify all pricing related to Aviation Fuel. This section is to be signed by an authorized representative of the firm. The entity type and Tax ID number must also be provided.
- k. Form No. 6A – Mobile Refueler Pricing – Identify all pricing related to Mobile Refueler Pricing. This section is to be signed by an authorized representative of the firm. The entity type and Tax ID number must also be provided.
- l. Before an agreement will be entered into, the successful respondent shall furnish to the City all items stated in section 4 INSTRUCTIONS FOR RESPONDING TO THIS RFP as well as a CERTIFICATE OF INSURANCE as described in Insurance Requirements PART III.

4.1 **Question cutoff date and time:** The cutoff date and time for questions is May 26th, 2017 Noon Local Time. All questions should be directed to the Procurement Officer(s) identified on page one of this document.

5.0 **TERMS and CONDITIONS:** Any Agreement awarded pursuant to this request for proposal shall be subject to the following Terms and Conditions located in PART IV. Any Proposal conditioned on conflicting Terms and Conditions may be rejected.

6.0 **NO FINANCIAL INTEREST or OTHER CONFLICT:**

By submission of its response, the Proposer certifies that they are in compliance with items 6.1 through 7.4.

- 6.1 Elected or appointed officials or employees of the City of Lee's Summit or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- 6.2 The Contractor/Service Provider hereby covenants that at the time of solicitation submittal the Contractor/Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The Contractor/Service Provider further agrees that during the term of the contract/agreement neither the Contractor/Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.

7.0 **DEBARMENT AND SUSPENSION STATUS:**

- 7.1 Offeror is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is Offeror an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 7.2 Offeror has not within a three year period preceding this invitation been convicted of or had a civil suit judgment rendered against Offeror for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 7.3 Offeror is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 7.4 Offeror has not, within a three year period preceding this invitation, had any government (federal, state, or local) transactions terminated for cause or default.

8.0 INVOICING AND PAYMENTS:

- a. Invoices shall be prepared and submitted in duplicate to the City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, Missouri 64063. Invoices shall contain the following information: Purchase Order number, agreement number, item number, description of services, unit prices, and extended totals.
- b. Payment schedule is negotiable.
- c. No pre-billing shall be allowed unless prior, written approval is obtained. Contractor shall invoice for services within 24 hours.

9.0 RENEWAL OPTION:

- a. The City reserves the right to negotiate this agreement four (4) additional one-year renewal periods.
- b. If the service provider requests an increase in compensation for any renewal period, the service provider shall notify the Procurement & Contract Services Manager or Department conducting this solicitation no less than sixty (60) days prior to the end of the agreement period.
- c. All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.
- d. Adjustments in cost at the beginning of each renewal period must be agreed to by both parties.
- e. The Procurement Officer or City staff conducting this solicitation shall notify the service provider in writing of the intent to exercise the renewal option. However, failure to notify the consultant does not waive the City's right to exercise the renewal option.

10.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

This section is optional; it will not affect proposal award. If the City of Lee's Summit awarded you the proposed agreement, would you sell under the terms of this Agreement to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or the Mid America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Agreement).

YES _____ NO X _____

INITIALS: JJH 

Sales will be made in accordance with the Terms and Conditions of the Request for Proposal and any subsequent term agreement. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the agreement unless they are specifically named in the Request for Proposal as a joint participant.

The principal contracting officer (PCO) is responsible to handle the solicitation and award the agreement. The PCO has sole authority to modify the agreement and handle disputes regarding the substance of the agreement. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

- 11.0 BUSINESS LICENSE:** The successful respondent shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of an agreement to the successful respondent, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the City to be kept in the bid file as part of the permanent record. It shall be the responsibility of the successful respondent to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license shall not be required if the awarded contractors' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

- 12.0 INSURANCE:** The proposer must provide a Certificate of Insurance in accordance with all requirements shown in PART III, the Insurance requirement section of this document prior to the award of an agreement-if applicable.

13.0 **COMPLIANCE:** The following items shall be provided by proposer to the City of Lee's Summit Procurement and Contract Services Division or Department conducting this solicitation prior to the Issuance of an agreement:

13.1 To be provided with proposal submittal:

- **Proposer must complete the proposal document in its entirety. Submit all pages of this complete proposal document**
- Form No. 1: Provider Profile
- Form No. 2: Fuel Terminals
- Form No. 3: Experience/References
- Form No. 4: Resumes of Key Personnel
- Form No. 6: Fuel Pricing
- Form No. 6A: Mobile Refueler Pricing
-

13.2 To be provided prior to the Issuance of an agreement:

- Business License,
- Certificate of Insurance (naming the City of Lee's Summit as additionally Insured for General Liability),
- Work Authorization Affidavit,
- E-Verify Signature page.
- Certificate of Compliance with PCI-DSS program as indicated in Section 1.0

FORM NO. 1: PROVIDER PROFILE**COMPANY INFORMATION:**

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

Joel Hirst, Vice President Sales, Avfuel Corporation, 734-863-8468 ext. 385, jhirst@avfuel.com

2. Provider /Firm is: National Regional Local

3. Year Provider/Firm Established: 1973

4. Years of Experience providing RFP identified services/project for municipalities: 44 years

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

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

David Mittleman, District Manager, Avfuel Corporation, 734-276-5180, dmittleman@avfuel.com

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

David Mittleman, District Manager, 14821 Juniper Street, Leawood, KS 66224

8. Describe the different types of services your firm provides.

Avfuel

- Global supplier of aviation fuel and related services
- 40+ years of experience
- Network of 650+ Avfuel-branded FBOs
- 23% FBO market share in the U.S.
- Ranked as #1 Favored Fuel Brand: 2006 – 2014, 2016 by readers of Professional Pilot magazine
- Alliances with leading aviation companies, including Cessna
- 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
- 600 employees globally

Timeline

- 1973 Avfuel founded
- 1988 Aviant Corporation subsidiary added
- 1988 Pride Aviation acquisition
- 1989 Avurance Corporation subsidiary added
- 1992 Rengo Brothers acquisition
- 1993 Tilton Fuel Group acquisition
- 1995 Riverside Oils, Inc./Jels acquisition
- 1998 PS Trading, Inc., acquisition
- 2001 Texaco Aviation acquisition
- 2002 Cessna partnership
- 2010 Pacific Coast Forecasting acquisition—now known as Avplan Trip Support

Avfuel is a leading independent supplier of aviation fuel and services. Avfuel's global network includes more than 650 Avfuel-branded FBOs, 3,000+ contract fuel locations worldwide and more than 4,000 aviation customers representing 15,000+ turbine aircraft worldwide.

Avfuel's Unique Services to FBOs

- Comprehensive, proprietary marketing solutions to stimulate new business and improve profitability
- Design, develop and implement marketing strategies to create additional exposure
- Largest fleet of top-of-the-line refueler trucks in U.S.—more than 700 vehicles
- Parts department: Avfuel offers significant discounts on parts and supplies for fueling equipment and quality assurance testing materials
- Quality assurance support from an experienced in-house team—performs training on-site via seminars conducted throughout each year in various locations
- Online Avfuel Training System—cost-effective new and recurrent training program for rampside and customer service
- Avfuel Contract Fuel—3,000+ fueling locations, 4,000+ pilot customers representing 15,000+ turbine aircraft, fully integrated with flight department software and has a convenient website for pricing and fuel releases
- AVTRIP pilot loyalty program—with 47,000+ registered pilots, AVTRIP is the longest-running, most popular incentive program in the industry
- Avplan Trip Support—Avfuel's flight planning and support division puts FBOs in the center of an international network of flight departments providing services such as flight planning, support and weather
- Avfuel Hub—Avfuel's proprietary web-based payment processing system
- Insurance
- Tank storage systems

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

Revised by BC-10-26-15. Approved by Legal (MM) 12/3/15

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FORM NO. 1: PROVIDER PROFILE**COMPANY INFORMATION, CONTINUED :****9. List products available :**

Jet-A: Avfuel's Jet-A meets the latest revision of ASTM D-1655.

Jet-A with Fuel System Icing Inhibitor (FSII): Avfuel's Jet-A with FSII meets the latest revision of ASTM D-1655 Avgas (100LL); Avfuel's Avgas (100LL) meets the latest revision of ASTM D-910 or future replacement

10. What separates your firm from other competitors?

Avfuel is focused exclusively on aviation. This 100 percent 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.

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.

David Mittleman's, your District Manager, office is local and will continue to provide support when needed and be there for ceremonies commemorating airport expansion. He will continue to provide regular visits and support the airport personnel with their fuel supply and marketing efforts.

11. Explain billing options.

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

12. What payment methods are available?

City of Lee's payment terms with Avfuel will be 20 days via check. Other payment options available include EFT, AC 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 and all calls will be received by one of our dispatch professionals for prompt handling. Dispatch 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 24-48 hours.

Avfuel Contract Fuel:

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

Avplan Trip Support:

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

Avfuel Corporate Headquarters:

Avfuel's main telephone number is 800-521-4106 and operates Monday - Friday, 8 a.m.-6p.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 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

FORM NO. 1: PROVIDER PROFILE (CONTINUED)

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 A/R or full load billing
 - c. Pricing disputes are handled by pricing or by the district 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 day after delivery
- Credit card remittances and reports are transacted twice per week on Mondays and Thursdays
- Contract fuel remittances are processed day after POS batch out
- All correspondence is sent via email or accessible via Avfuel 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 at avfuel.com. 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.

Avfuel FBOs can access account, billing, invoices, credit card remittance data, contract fuel remittances and reporting information, as well as order supplies, access customer support and request account changes at any time via avfuel.com (as outlined in the previous question). AVTRIP members can easily access their individual AVTRIP accounts at avfuel.com/avtrip. Avfuel Contract Fuel customers can locate pricing and access convenient online fuel authorizations. For more information, refer to specific sections.

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 provide assistance with any issue that may arise. Avfuel's quality assurance hotline is operational 24/7/365. 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.

FORM NO. 1: PROVIDER PROFILE (CONTINUED)

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 district manager is also available.

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 training programs ensure that your staff is kept apprised of all updates and relevant information. Avfuel provides updates on industry changes effecting quality control, fuel tax compliance, and credit card processing and compliance (PCI).

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

Do Provide

Do Not Provide

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 district manager and is readily available as his office is only 15 minutes away from the City of Lee's Summit. Training for AVTRIP and Avfuel Contract Fuel is also available online through the Avfuel FBO Dashboard through video presentation. Avfuel also offers its branded FBOs customer service training as part of the online Avfuel Training System.

Tax Assistance: Avfuel has tax advisors on staff to answer questions pertaining to federal or state taxes. Contact tax assistance at 800-621-4106.

FORM NO. 2: FUEL TERMINALS

Each respondent must complete this form for all proposed fuel suppliers. Attach separate sheets with the below information if necessary.

FUEL TERMINAL #1/AV GAS

Name & Address

Delek Refining, LTD
425 McMurrey Drive
Tylor, 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: 17

FUEL SUPPLIER #2/AV GAS

Name & Address

Flint Hills Resources LP
Magellan Terminal
12555 Clark Road
Rosemount, MN

Specialty/Role with this Project:
Avgas 100LL, Refiner/Supplier

Worked with Lead Company Before: Yes No

Year Company Established: 1955

- Years of Experience providing aviation fuel and related services: 20
-

FUEL SUPPLIER #1/JETA

Name & Address

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

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: 45+ years
-



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FUEL SUPPLIER #2/JET A

Name & Address

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

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: 45+ years

FORM NO. 3: EXPERIENCE/REFERENCES

NOTE: Please print this same form and complete it for EACH applicable Project.

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:
City of Hot Springs
Hot Springs Memorial Airport
Hot Springs, AR 71913

Completion Date (Actual or Estimated):
Avfuel-branded FBO for 15+ years

Project Owners Name & Address:
City of Hot Springs Airport
525 Airport Road
Hot Springs, AR 71913

Project Owner's Contact Person, Title, Telephone Number and e-mail address:
Glen Barentine, Airport Manager, 501-321-6750, gbarentine@cityhs.net

Estimated Cost (In Thousands) for Entire Project: \$ Annual volume is approximately 570,000 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

Firm's/Provider's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:
David Mittleman, Avfuel District Manager based in Leawood, KS

FORM NO. 3: EXPERIENCE/REFERENCES

NOTE: Please print this same form and complete it for EACH applicable Project.

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@pltkks.org

Estimated Cost (in Thousands) for Entire Project: \$ Annual volume approximately 220,000 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

Firm's/Provider's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:
David Mittleman, Avfuel District Manager based in Leawood, KS

FORM NO. 3: EXPERIENCE/REFERENCES

NOTE: Please print this same form and complete it for EACH applicable Project.

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:
Gordy Vetsch, FBO supervisor, 563-589-4235, gvetsch@cityofdubuque.org

Estimated Cost (in Thousands) for Entire Project: \$ Annual volume 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

Firm's/Provider's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:
David Mittleman, Avfuel District Manager based in Leawood, KS

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: David Mittleman, District Manager
- b. Project Assignment: FBO's and Flight Departments for Regional Area
- c. Name of Service Provider/Firm with which associated: Avfuel Corporation
- d. Years Experience:
With this service provider/firm 6 yr. other service providers/firms 10 years with Garslte
- e. Education: Degree(s)/Year/Specialization: BSBA from Boston Unlversity
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project: David has been in aviation for over 16 years and has attended state, regional and national shows since the inception of his career in aviation. David has been in sales since 1991 and has a proven track record of supporting his clients with improved successful customer service and increased sales.

FORM NO. 5: PROJECT APPROACH NARRATIVE

NOTE: It is acceptable to indicate "See attached" for responses below and then provide Company Information on separate sheets. However, if attaching separate sheet(s), please copy ALL verbiage identified on this page. Respondents shall make sure this page is completed at the bottom and submitted with Proposal, even if separate sheets are being provided.

- Fuel program including branding, delivery method, response time, price determination and origin of supply
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 placed with Avfuel's dispatch department are normally delivered within 24-48 hours or as specifically requested. There is NO automation in our dispatch and all calls will be received by one of our dispatch professionals for prompt handling.

Fuel orders are placed directly with Avfuel's dispatch department, which is available 347/355 at 800-458-0672. Dispatch 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 24-48 hour 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 on which to rely for continuous, reliable products supply.

For your supply, Avfuel will utilize the following supply points:

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

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

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

- 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 Corporation 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, 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 next page for processing rates. Credit card monies are remitted to FBO twice per week.

Card Type	Rate
Avfuel Pro Card	0.0% Fuel as Contract Fuel Transaction 2.1% Fuel as Retail Transaction 2.1% Non-Fuel Items
Avfuel Contract Fuel	0.0% Fuel 2.1% Non-Fuel Items
Avfuel Retail Card	0.0% Avgas 2.1% Jet & Non-Fuel Items
Cessna Contract Fuel	0.0% Fuel 2.1% Non-Fuel Items
MasterCard & Visa	2.14% Qualified
MasterCard & Visa	2.5% Non-Qualified
Discover	2.8%
American Express	2.75%
MultiService	2.8%
Avcard	2.25%
Government AIRCard	0.0% Contracted items 4.55% Non-Contracted Items
The Avfuel Hub	No Charge

- 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.

Avfuel takes quality assurance and fuel handling education responsibilities very seriously. Our comprehensive QA 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 line 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. QA training and inspections are provided at no cost to the City of Lee's Summit.

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'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, and fuel spills, etc.

All onsite QA inspections and visits are scheduled on mutually agreeable schedules.

All Avfuel QA materials and training programs are up to date with industry standards.

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

Fuel Farm Inspections and documentation:

Visits from Avfuel quality assurance personnel will include annual fuel farm inspections. These onsite 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.

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 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 Form 6A. Please see pricing on Form 6A.

Avfuel offers the attached refueler trucks, currently in use at the City of Lee's Summit. If one of the above refueler trucks does not meet the needs of the airport, Avfuel has a fleet of 700 units from which to select to meet your requirements. 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:

- Straight lease on a month-to-month basis with 30-day notice to terminate.
- 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.

- **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.

Avfuel-branded dealers 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.

- **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 and the attendance of two persons at the NBAA Schedulers and Dispatchers Convention promoting the suppliers product.)**

Avfuel understands and will comply.

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 we create 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.

Please see attached Customized Marketing Solutions for more information.

Aviation directory support available from supplier:

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. This plan is then adjusted throughout the lifetime of the contract. Avfuel conducts market research in order to develop a plan that meets your marketing objectives. We have attached for your review a sample marketing plan demonstrating the variety of advertising and marketing vehicles that can be used to achieve your established goals. The specific Avfuel marketing plan will be coordinated with the City of Lee's existing marketing. There is NO COST for the design or implementation of any of the items in the plan. Supplemental to the national exposure in the trade publications, Avfuel will also promote the City of Lee's Summit through a direct mail campaign every year.

As a participant in AVTRIP—Avfuel's pilot loyalty program—the City of Lee's Summit will receive numerous impressions to a network of 47,000+ participating 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

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 dealers.

- Longest-running program in general aviation (since 1988)
- 47,000 registered members
- 25,000 active members per quarter
- Points accumulate quickly, allowing members to reach their monetary awards faster
- Tiered membership status encourages members to fly to more AVTRIP-awarding FBOs and take 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; 50,000 Jeppesen cards are in circulation listing AVTRIP FBO locations. In addition, participating dealers 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.

In an independent survey, conducted by Market Strategies International, AVTRIP is the only proven (and most effective) sales-enhancement tool offered by any fuel supplier:

- Nearly 70 percent of pilots with sole fuel decision authority say their FBO decision is either sometimes or always influenced by the availability of AVTRIP.
- More than 60 percent of pilots prefer AVTRIP as their primary rewards program
- More than 50 percent state they will purchase more fuel when AVTRIP Points are available

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 will reimburse the City of Lee's Summit for extra points awarded in a 120-day introductory double point AVTRIP promotion.

Avfuel Contract Fuel:

Avfuel's contract fuel program 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 in North America and virtually anywhere overseas. There are currently more than 4,000 customers participating in Avfuel Contract Fuel, representing more than 15,000 turbine aircraft. Additionally, due to our partnership with Ceasna, its fleet of 5,000 jet aircraft is directed to the Avfuel Network of FBOs.

Avfuel's contract fuel department maintains its own dedicated sales and service 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.

"The mission of the procurement operation is to provide innovative, value and cost effective solutions with integrity while preserving the public trust."
Revised by AC-10-26-15. Approved by legal (HHA) 12/3/15
Page | 19

FOS/BART/PPM flight planning programs at our 3,000+ 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.

Sales aids at no cost to the City of Lee's Summit:

- Windsocks and Avfuel logos
- Hats and uniform patches for staff
- Welcome mats for lobby entrances—a great way for you to advertise your Avfuel affiliation each and every time a customer sees your facility
- QA inspection forms
- Aircraft Ground Service and Towing Guide
- FBO Incident Report Procedure Poster
- Granite "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 provide; Avfuel can also provide additional wall signage if needed at no cost.

Co-op:

Customers that would like to participate or advertise can use virtually any advertising medium (web-based, printed advertising, direct mail, uniforms, etc.) and can use their available co-op funds at the rate of \$0.005 per gallon on their current retail gallons. 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. Funds can be used for any advertising medium as well as line service uniforms. 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.

Avfuel Corporation

 Company Name
 47 W. Ellsworth Rd

 Address
 Ann Arbor, MI 48108

 City/State/Zip
 734-663-6466 734-663-1681
 Telephone # Fax #
 38-2073252

 Tax ID No.

Joel Hirst

 Authorized Person (Print)

 Signature
 Vice President Sales

 Title
 May 30, 2017

 Date
 Corporation

 Entity Type:



LEE'S SUMMIT MISSOURI

RENEWAL PRICING FORMS FOR AGREEMENT NO. 2017-122/4R

FORM NO. 6: FUEL PRICING—

For the purpose of computing the cost of the fuel, the City requires that all respondents use the delivered base price on 10/19/2021 at 12:01AM CST for each of the two types of fuel being bid.

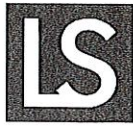
DESCRIPTION	EST. QTY.	Unit Price/Gal	Freight & Delivery/Gal	Profit Margin/Gal	TOTAL PRICE
100 Low Lead aviation fuel, <u>delivered, excluding applicable governmental taxes and fees</u>	120K gallons	\$4.19745	\$0.35629	\$0.05	\$4.24745
Jet-A Turbine fuel, <u>delivered, excluding applicable governmental taxes and fees</u>	400K gallons	\$2.72171	\$0.03698	\$0.05	\$2.77171
GRAND TOTAL					\$7.01916

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
Fed Excise	0.244
Superfund/Oil Spill	0.00214
MO Inspection Fee	0.0070
MO UST Insurance Fund	0.0035
MO Fuel Tax	0.0900

Jet-A Turbine Fuel:

Description of Tax/Fee	Amount/Gallon
Fed Excise	0.244
Superfund/Oil Spill	0.00214
MO Inspection Fee	0.007
MO Jet Fuel Sales	0.0035



LEE'S SUMMIT MISSOURI

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

FORM 6A: MOBILE REFUELER PRICING

If there are any changes for this renewal term, please attach applicable information 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.*** Attached separate documentation if necessary. **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.

Rental, mobile refueler for 100 Low Lead aviation fuel (900-1500 gal capacity)

\$ 200 per mo(s)

Estimate Yearly Maintenance Cost

\$ 800-1500 per year

 Make: Isuzu **Model:** NPR **Year:** 1996

Rental, 2020 model or newer, mobile refueler for Jet-A Turbine fuel (5000 gal capacity) \$ 2800 per mo(s)

Estimate Yearly Maintenance Cost

\$ 1500-2500 per year

 Make: International **Model:** HV607 **Year:** 2020

Does supplier accept fuel orders placed with a City Procurement Card? Yes No

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

NEGOTIATED ITEMS

	ITEM	DESCRIPTION OF ITEMS
1	Marketing Proposal	Avfuel shall provide an annual Marketing Proposal by May of each calendar year to assist with pre-registration requirements for NBAA Convention and Schedulers and Dispatchers. All costs associated with the shows to be paid by the City of Lee's Summit. This Proposal shall be provided for the duration of this Agreement, including any subsequent Agreement Renewals. This Proposal shall be at no additional cost to the City.
2	Annual Marketing Plan	AvFuel shall confirm the Annual Marketing plan between Avfuel and the Airport staff each October as part of Annual Budget process. This Plan shall be provided for the duration of this Agreement, including any subsequent Agreement Renewals. This Plan shall be at no additional cost to the City.
3	Test Kit	Upon request, AvFuel shall sell to the City, at cost, one (1) FSI fuel system Icing Inhibitor test kit.
4	Training	At a minimum of once a calendar year, AvFuel shall offer on-site customer service training for all City Airport employees. This training shall be provided for the duration of this Agreement, including any subsequent Agreement Renewals. This Training shall be at no additional cost to the City.
<p>NEGOTIATED ITEMS DESCRIPTION: All above identified Negotiated Items on this form shall be at no additional cost to the City of Lee's Summit, with the exception of Item 3 which will have an associated cost, shall remain a part of the Agreement for the duration of the Agreement term, including any potential subsequent Agreement Renewals.</p>		

Avfuel Corporation
 Company Name
 47 West Ellsworth Road
 Address
 Ann Arbor, MI 48108
 City/State/Zip
 800-521-4106 734-548-8167
 Telephone # Fax #
 313-207-3252
 Tax ID No.

David Mittleman
 Authorized Person (Print)
 Signature
 District Manager
 Title
 8/17/17
 Date
 Entity Type:

PART III

INSURANCE REQUIREMENTS

GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

CERTIFICATE OF INSURANCE. The Consultant shall secure and maintain, throughout the duration of this contract, Insurance of such types and in at least the amounts that are required herein. Consultant shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all Insuring policies applicable to the project. The cost of such Insurance shall be included in the Consultant's bid.

NOTICE OF CLAIM. The Consultant shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Consultant 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 excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Consultant's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Consultant shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

INDUSTRY RATING.

The City will only accept coverage from an insurance carrier who offers proof that it:

- Is licensed to do business in the State of Missouri;
- Carries a Best's policyholder rating of "A" or better;
- Carries at least a Class VII financial rating; OR
- Is a company mutually agreed upon by the City and the Consultant.

SUB-CONSULTANT'S INSURANCE. If any part of the contract is to be sublet, the Consultant shall either:

Cover all sub-consultant's in the Consultant's liability insurance policy or,

Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Consultant and submit such certificates to the City as outlined herein.

SELF-INSURED RETENTIONS/DEDUCTIBLES. Any Consultant that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City such amounts shall be the sole responsibility of the Consultant. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Consultant for such assumed limits.

COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$2,000,000
Personal & Advertising Injury:	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
General Aggregate:	\$2,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

AUTOMOBILE LIABILITY. Policy shall protect the Consultant against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

- Any Auto; OR
- All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,

Bodily Injury and Property Damage: \$500,000
City of Lee's Summit, Missouri does NOT need to be named as additional Insured on Automobile Liability

WORKERS' COMPENSATION. This insurance shall protect the Consultant against all claims under applicable state Workers' Compensation laws. The Consultant shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

GENERAL INSURANCE PROVISIONS

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Consultant nor has the City assessed the risk that may be applicable to the Consultant.
- 2) The Consultant's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Consultant.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Consultant with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Purchasing Office a Certificate of Insurance verifying all of the foregoing coverages and identifying the City of Lee's Summit as an "additional insured" on the general liability. This inclusion shall not make the City a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

Personal/Advertising Injury
Independent Contractors
Additional Insured: City of Lee's Summit, Missouri

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

The City of Lee's Summit, does not need to be named as additional insured on any Auto Liability Insurance requirements.

PART IV
GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Lee's Summit, MO

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "request for proposals" means a solicitation of a formal, sealed proposal submittal.
 - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed proposal submittal and who may enter into an agreement with the City to perform such services.
 - c. The term "City" means City of Lee's Summit, MO.
 - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
 - e. The term "Service Provider" means the respondent awarded an agreement under this submittal.
 - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item.
3. **COMPLETING SUBMITTAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each submittal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposals submittal submitted by the successful respondent of this RFP will become a part of any agreement award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper submittal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of the City's e-bidding system, referencing the RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF SUBMITTAL INFORMATION:** Each submittal must be uploaded in the City's e-bidding system or as otherwise stipulated in the Request for Proposals. All submittals and supporting documents will remain confidential until a final agreement has been executed. Information that discloses proprietary or financial information submitted in response to request for proposals will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF SUBMITTAL:** Submittals are to be uploaded into the City's e-bidding system or as otherwise stipulated in the Request for Proposals prior to the date and time indicated on the cover sheet. At such time, all submittals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions, modifications and/or clarifications in connection with this submittal will be issued by the City in the form of a Written Addendum. All addendums will be signed and uploaded with the submittal. Verbal responses and/or representations shall not be binding on the City.
8. **LATE SUBMITTALS AND MODIFICATION OR WITHDRAWALS:** A submittal may only be withdrawn by one of the following methods prior to the official closing date and time specified: 1. A submittal may be withdrawn by signed, written notice. 2. A submittal may also be withdrawn in person by the respondent or its authorized representative who provides proper identification. 3. A submittal may be withdrawn via email by the respondent or its authorized representative. A submittal may only be modified by one of the following methods prior to the official closing date and time specified: 1. A submittal may be modified by signed, written notice provided in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. 2. A RFP modification may also be submitted in person by the respondent or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official closing date and time to preserve the integrity of the RFP solicitation process. Telephone, telegraphic or electronic requests to modify a RFP solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the RFP solicitation official closing date and time specified. Submittals received after the date and time indicated on the cover sheet shall not be considered. Submittals that are resubmitted or modified must be sealed and uploaded into Public Purchase or as otherwise stated in the Request for Proposals prior to the submittal submission deadline. Each respondent may submit only one (1) response to this RFP.
9. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this submittal.
11. **TERMINATION:** Subject to the provisions below, any agreement derived from this Request For Proposals may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said agreement may be extended upon written approval of the City until said work or services are completed and accepted.
 - a. **TERMINATION FOR CONVENIENCE:** In the event that the agreement is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - b. **TERMINATION FOR CAUSE:** Termination by the City for cause, default or negligence on the part of the Service Provider shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the agreement shall be cancelled and the Service Provider shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the agreement.
12. **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.

13. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any submittal, and to make award to the respondent deemed to be most advantageous to the City.
15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this submittal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. **INDEMNITY AND HOLD HARMLESS:** To the fullest extent allowable by law, Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities (collectively "Indemnitee"), for, from and against any and all claims, demands, damages, losses, fines, judgments, or liabilities, including costs, expenses, and attorneys' fees (collectively "Claims") to which Indemnitee may become subject, under any theory of liability whatsoever, incurred in the defense of such Claims, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, and arising out of Contractor's performance or non-performance under this contract. The obligations under this indemnification provision shall also apply to any and all any intentional, reckless, or negligent acts, mistakes, directives, errors, or omissions of Contractor's agents, directors, officers, employees, volunteers, contractors, whether employed directly or indirectly by Contractor, and any other person for which Contractor may be legally liable.
18. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement shall be decided by a Missouri Court.
19. **COMPLIANCE WITH APPLICABLE LAW:** Service Provider shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Service Provider's performance under this agreement. Service Provider shall indemnify and hold the City harmless on account of any violations thereof relating to Service Provider's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.
20. **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
21. **DOMESTIC PRODUCTS:** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
22. **CONFLICTS:** 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. A violation of this provision renders the agreement void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Service Provider 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. The Service Provider further covenants that in the performance of this agreement no person having such interest shall be employed.
23. **DEBARMENT:** By submission of its response, the Service Provider certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal Department, agency or provision of law. If the Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
24. **FUND ALLOCATION:** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Service Provider understands that the obligation of the City to pay for goods and/or services under the agreement is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the agreement shall be construed so as to give effect to such intent.
25. **FREIGHT/SHIPPING:** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Service Provider.
26. **DAVIS BACON ACT:** The wages for any work utilizing this agreement in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.
27. **ANTI-DISCRIMINATION AGAINST ISRAEL ACT:** If this Contract has a total potential value of \$100,000 or more and Vendor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Vendor certifies that Vendor 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