

COUNTY OF JEFFERSON

AIRPORT AVIATION FUEL, TRUCK LEASES AND INTEGRATED FBO AVIATION SOFTWARE FOR FUEL
MANAGEMENT AND CREDIT CARD PROCESS

REQUEST FOR PROPOSALS

RFP #21-41

Sealed Proposals will be received by the Office of the County Purchasing Department, Jefferson County, 195 Arsenal Street, Watertown, New York 13601 until **3:00 P.M. on MONDAY, SEPTEMBER 13, 2021** for the following:

Purchase and delivery of Aviation Fuel Products with Branded Programs, Refueler Truck Leases and Integrated FBO Aviation Software for Fuel Management and Credit Card Processing as defined in this RFP.

Completed proposals will be reviewed and evaluated by the County in anticipation of the awarding of a contract.

Jefferson County reserves the right to reject and or waive any and all proposals and to waive any irregularities in procedure. If there are any questions concerning this request, please contact this office.

If you have any questions pertaining to this proposal, please e-mail to Purchasing@co.jefferson.ny.us

INSTRUCTIONS TO PROPOSERS

A. DOCUMENTS

A complete set of documents shall be used to prepare a response to this request. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of the documents which make up this request. A complete set of documents may be examined or obtained from the Jefferson County Purchasing Department.

Proposals and contracts are governed by the purchasing regulations of Jefferson County. All offerors should refer to the specific provisions of those regulations for guidance in dealing with this solicitation.

B. GENERAL INFORMATION

An RFP defines the situation for which the services are required, how they are expected to be used and/or problems that they are expected to address. Vendors are invited to propose solutions that will result in the satisfaction of the County's objectives in a cost-effective manner. The proposed solutions are evaluated against a predetermined set of criteria of which price may not be the primary consideration.

The County has endeavored to incorporate within these specifications all the elements which it reasonably anticipates will be required to accomplish the intended objectives set forth in this Request for Proposal. In submitting a proposal, the Proposer is agreeing to provide services consistent with these specifications. If a Proposer identifies an additional element not included in these specifications which in its judgement would be an essential element to accomplish the intended objectives as articulated in this RFP, the Proposer should identify this element in its proposal and explain in detail why the County should consider including this element within the Request for Proposals. Conversely, if a Proposer identifies a task in the RFP which could be modified or deleted without impacting the objectives of the RFP, the Proposer should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject the addition, deletion or modification of an element of these specifications.

Formal requests for clarification of this Request for Proposal or questions regarding the terms of this Request for Proposal should be directed in writing to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601. Any information given to a Proposer in response to a formal request will be furnished to all Proposers as an amendment to this solicitation if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the submission of uniform proposals. Only such amendments when issued by the County Purchasing Department will be considered as being binding on the County. Verbal explanations or instructions given by a County employee to a Proposer in regard to this solicitation shall not be binding on the County, and shall be considered informal unless confirmed in writing by the Purchasing Department. The County will issue no response to any request for clarification received within ten (10) days of the proposal due date.

PLEASE NOTE THAT THE COUNTY WILL NOT PROVIDE VERBAL RESULTS OF ANY RFP. REQUESTS FOR COPIES OF THE FINAL AWARD OR RELATED DOCUMENTS MUST BE SUBMITTED IN WRITING TO THE JEFFERSON COUNTY PURCHASING DEPARTMENT. RESPONSES WILL BE PROVIDED AS SOON AS POSSIBLE.

While it is the County's express intention to issue a fair and competitive document, the County reserves the right to waive specific requirements of this solicitation when such waiver is deemed to be in the County's best interest. This Request for Proposal does not commit the County of Jefferson to award a contract or pay any costs incurred by a Proposer in the preparation of a proposal. Any Proposer who submits a proposal in response to this solicitation does so at their own expense including attendance at subsequent meetings to discuss their proposal.

C. EVALUATION – AWARD

All proposals received in response to this RFP will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to the County. County staff will review, analyze and evaluate all proposals and score them in accordance with the criteria described below. If needed, additional information may be requested from one or more Proposers. Interviews and contract negotiations may be conducted with one of more Proposers.

The award will be made to the lowest responsible and responsive bidder that meets these specifications, said determination to be made in the sole discretion of the County. Quality, conformity with specifications, purpose for which required, terms of delivery, and past service and experience are among the factors that may be considered in determining the responsive proposer.

By use of numeral and narrative scoring techniques, it is the intent of the County to evaluate proposals against the factors specified below. The relative weights of the criteria-based on a 100-point scale are shown below.

Experience and References	15%
Product Delivery and Price	20%
Emergency Service & Mobile Refuelers	20%
Aviation Software for Fuel Management & Credit Card Processing	20%
Signage/Advertising & Marketing	10%
Other Considerations and Incentives	15%

The County reserves the right to reject any or all proposals.

The County reserves the right to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interest of the County to do so.

The County of Jefferson reserves the right to accept or reject any or all proposals received as a result of this request, to waive any technical defect, qualification, omission, informality, or irregularity in any proposal received, to negotiate with all qualified Proposers, or to cancel in part or in its entirety this Request for Proposal if it is deemed in the best interests of the County to do so.

The County of Jefferson may award a contract based upon the proposals received without discussion of such proposals with Proposers. Each proposal should therefore be submitted with the most favorable terms the Proposer can make to the County.

The RFP documents and Notice of Award shall be the agreement between the County and successful Proposer with respect to the matters dealt with herein, and such shall supersede all other oral and written proposals, representations, understandings, and agreements previously made or existing “with respect to” any such matter.

D. QUALIFICATIONS

Each Proposer must be prepared to present satisfactory proof of his capacity and ability to successfully complete the requirements of this solicitation.

The County reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any Proposer to complete the requirements of this solicitation. A review may include but not be limited to inspection of the Proposer’s facilities and equipment, references or previous contract performance with the County or others.

E. DISQUALIFICATION

The County reserves the right to reject any proposal when the Proposer cannot satisfy the County as to his ability to perform, or for any of the following reasons:

- Failure to comply with any pre-qualification requirements of the County, if such regulations are cited or otherwise included in this solicitation as a requirement.
- Failure to satisfy the requirements of this RFP.
- Failure to settle all due bills for labor or materials related to previous contracts with the County.
- The Proposer defaulted under previous contracts with the County.
- If it is determined that the Proposer is already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the services required.
- Lack of sufficient personnel, assets, or financial resources necessary to provide the services successfully as revealed by either financial statements or experience.
- Evidence of Collusion among Proposers.

F. NO MISUNDERSTANDING

Prior to submission of a proposal, it is the responsibility of each Proposer to become familiar with the requirements of this RFP. No Proposer may plead misunderstanding or deception because of the misinterpretation of estimates, scope of work, or other issues related to this request.

G. DEADLINES

One original and three (3) copies of proposals must be received by the County by no later than **3:00 P.M. ON MONDAY, SEPTEMBER 13, 2021**. Proposals received after this deadline will not be eligible for consideration.

Proposals should be delivered to:
Jefferson County Purchasing Department
195 Arsenal Street
Watertown, NY 13601
(315) 785-3077

H. FORM OF CONTRACT

The County intends to develop its own contract for this service. The final contract will involve, at a minimum, the terms and conditions set forth in this Request for Proposal including the general conditions, and may include those reflected in the specific proposal submitted. The content shall be the exclusive source of the Proposer's rights and remedies and shall supersede any and all prior writings, negotiations or agreements of any kind.

I. CANCELLATIONS

The County of Jefferson retains the right to cancel any contract without cause provided the Contractor is given at least thirty (30) days notice of intent to cancel. This provision should not be understood as waiving the County's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. The County shall have the right to postpone, suspend, abandon, or terminate the contract and such action shall be in no event deemed as breach of contract. In the event of any termination, postponement, delay, suspension, or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of the contract, including, but not limited to guarantees, warranties, plans, and shop drawings. In any of these events, the County shall make

settlement with the Contractor upon an equitable basis as determined by the County and shall fix the value of the work which was performed by the Contractor prior to postponement, suspension, abandonment, or termination of the contract. This clause does not apply to the contract if the contract contains other provisions applicable to the postponement, suspension, or termination.

J. SITE VISIT

All Contractors must attend the site visit at the same time. Contractors should attend a site visit to become familiar with any local conditions that may in any manner affect the work to be done, as well as equipment, materials, labor, or services required. Contractors are required to carefully examine the specifications and to familiarize themselves thoroughly with regards to any and all conditions and requirements of the installation. During the site visit, Contractors may specify if there are any necessary modifications or additions to the site, which are required. No allowances will be made because of lack of knowledge of these conditions. Ignorance of the requirements does not relieve the Contractors of their liability and obligations under these contracts.

GENERAL CONDITIONS

In submitting a proposal, a Proposer agrees to be bound by the requirements set forth in the following general conditions. Whenever reference is made to the term "contractor" this shall include the party with whom the County has entered into an agreement, as well as any subcontractors whom the Proposer has engaged to complete portions of this Request for Proposal.

- A. In submitting a proposal, the Proposer is certifying that the price proposal has been arrived at independently, without collusion, consultation, communication or agreement for the purposes of restricting competition as to any matter relating to such prices with any other Proposer or Competitor.
- 1) The prices submitted in a proposal have not been knowingly disclosed by the Proposer directly or indirectly to any other Proposer or Competitor.
 - 2) No official agent or employee of Jefferson County has any direct or indirect interest in the awarding of a contract for the services set forth in this Request for Proposal.
 - 3) The Proposer warrants to the best of his knowledge and belief there are no relevant facts or circumstances which could give rise to an organizational conflict of interest as herein defined, or that the Proposer has disclosed all such relevant information to the County. An organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction of future activities, either result in an unfair competitive advantage to the Proposer or impair a Proposer's objectivity in performing the work for the County. The Proposer agrees that if any actual or potential organizational conflict of interest is discovered after the award, the Proposer will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Proposer has taken or proposes to take after consultation with the County to avoid, litigate, or minimize the actual or potential conflict. The County may terminate the contract in whole or in part if it deems such termination necessary to avoid an organizational conflict of interest. If the Proposer was aware or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract or pursue such other remedies as may be permitted by the law or the contract.
 - 4) The County may terminate any agreement if it is determined that gratuities in the form of entertainment, gifts, or otherwise were offered or given by a Vendor, his agent, or representative to any County official or employee with a view toward securing favorable treatment with respect to the awarding of a contract or the performance of an agreement. The County may also terminate any contract if it is determined that the successful Contractor engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the solicitation process or the performance of the agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate any agreement and/or exercise any other remedy available to it under existing law.
- B. It is agreed that the successful Contractor will be responsible for any loss, personal injury, death, or other damage that may be done or suffered by reason of the Contractor's negligence, or failure to perform any of the obligations defined by this RFP, and the Contractor hereby agrees to defend, indemnify and save the County harmless for any loss, cost, damages and other expenses suffered by the County by reason of the Contractor's negligence or failure to perform any of the set obligations. The Contractor agrees to defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions. The negligence of any agent, servant or employee of the Contractor is deemed to be negligence of the Contractor within the meaning of this paragraph.

- C. Proposers may utilize subcontractors to complete the project provided that the Proposer is required to provide any information concerning such subcontractors requested by the County. In the event that a contract is awarded to a Proposer choosing to utilize a subcontractor, the successful Proposer will be responsible for ensuring that the subcontractors meet the requirements of this Request for Proposal and the contract between the County and the successful Proposer.
- D. It is understood that the successful Contractor is an independent Contract and shall not be considered an agent of the County, nor shall any of the Contractor's agents or employees be considered subagents for the County.
- E. The successful Contractor agrees to comply with the non-discrimination and employment practices as required by applicable State and Federal laws and regulations regarding employment discrimination. The Contractor assures the County that in accordance with applicable law: it does not and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious beliefs, sexual preference or handicap.
- F. The successful Contractor shall without additional expense to the County be responsible for complying with any and all applicable laws, codes, and regulations in connection with the goods and services called for in this proposal. The County fully complies with the regulatory requirements, spirit, and intent of Affirmative Action and Equal Opportunity Employment.
- G. Pursuant to the provisions of Section 109 of the General Municipal Law, no Proposer to whom a contract is granted or awarded shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of such contract, or of his right, title, and interest herein, including the performance of the contract or the right to receive monies due, or to become due, or of his power to execute the contract without the prior written consent of the Jefferson County Purchasing Department. In the event the Proposer shall, without prior written consent, assign, transfer, convey, subcontract or otherwise dispose of the contract, or of his right, title, and interest herein, including the performance of the contract, or the right to receive monies due, or to become due, or his power to execute such contract, to any other person or corporations or upon receipt by Jefferson County of an attachment against the Proposer, the County of Jefferson shall be relieved and discharged from any and all liability and obligation growing out of such contract to such Proposer and the person or corporation to which such contract shall have been assigned, his assignees, transferees, or sublessee shall forfeit and lose all monies theretofore assigned on this contract, except so much as may be required to pay his employees.
- H. The exclusive means of disposing of any dispute arising as a result of contract award which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located within Jefferson County. There shall be no right to binding arbitration. Pending final resolution of the dispute, the successful Contractor must proceed diligently with contract performance. The Contractor waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain, and any money requested must be fully supported by all documentation acceptable to the County.

The performance of work under the contract may be terminated by the County in whole or in part, effective upon receipt of notice whenever the successful Contractor defaults in performance of the contract, or fails to make progress in prosecution of the contract work, or endangers such performance and fails to secure such default within a ten (10) day period after receipt of notification from the County specifying the default.

- I. **Insurance Requirements:** In order to be considered for selection to provide the services requested by this solicitation, the company submitting a proposal must agree to not limit professional, general, or other liability to an amount less than the limits of the required insurance coverage stipulated in this document.

CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General Liability shall include personal injury liability.

The COUNTY, its officers, employees and agents shall be named as additional insureds on a primary and non-contributory basis on CONTRACTOR'S Commercial General Liability policy. In addition, a waiver of subrogation shall apply in favor of the COUNTY, its officers, employees and agents on CONTRACTOR'S Commercial General Liability policy. It is further understood that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY.

Notwithstanding anything to the contrary in this Agreement, CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR's liability under this Agreement.

<u>Type of Coverage</u>	<u>MINIMUM Limits of coverage</u>
Workers' Compensation and NYS Disability	Statutory
Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit
Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products-Completed Operations \$1,000,000 Advertising/Personal Injury \$5,000 Premises Medical Payment

Each policy of insurance required herein shall be specifically endorsed to provide that in the event of cancellation, non-renewal, or material change on the part of the insurer, prior written notice shall be provided to COUNTY in accordance with the terms of the CONTRACTOR'S policy. The inclusion of such endorsement shall be confirmed on the certificates of insurance required herein.

At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to COUNTY certificates of insurance evidencing CONTRACTOR's compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors. The CONTRACTOR shall furnish the appropriate ACORD Form Certificate of Insurance to COUNTY to evidence all coverage

set forth above except Workers' Compensation and Disability Insurance. **A copy of the additional insured and waiver of subrogation endorsement forms must be submitted with the insurance certificates.**

Workers' Compensation coverage must be evidenced by Form C105.2 or New York State Insurance Fund Form U26.3. Disability Insurance coverage must be evidenced by Form DB120.

REQUIRED EXTENDED REPORTING COVERAGE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy, and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced with another "claims made" Commercial General Liability Policy which provides continuing, uninterrupted coverage, CONTRACTOR shall be required to purchase extended reporting products-completed operations coverage for a minimum of three (3) years after completion of all work required of CONTRACTOR under this Agreement.

REQUIRED MINIMUM RETROACTIVE DATE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy, the retroactive date for products-completed operations coverage under such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

- J. The County is a duly authorized agent and shall have access to and have copies of the successful Contractor's records, including any books, computer tapes, discs or programs, or material pertaining to work performed under the contract at no cost to the County to determine or verify the compliance with all contractual conditions. The County shall be granted access to such records at all reasonable times during the contract period and for three (3) years thereafter.
- K. The parties hereto agree that the laws of New York State shall apply in construing any and all provisions of this RFP and any resulting agreement.
- L. By submission of a proposal under this solicitation, the Proposer agrees that the County has sixty (60) days acceptance time in which to award a contract. The County reserves the right to reject as non-responsive any offer that specifies less than sixty (60) days of acceptance time.

A Proposer may withdraw its proposal at any time prior to the submittal deadline by submitting a request to do so in writing to the County Purchasing Department. Any proposal received by the County and not withdrawn becomes an irrevocable offer for a period of sixty (60) days after the submittal date.

- M. All signatures on proposals, amendments, and correspondence must be made by persons who are authorized to contractually bind the Proposers.
- N. Delivery. All proposals should be addressed to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601. No proposal or amendment to a proposal will be opened or considered if received after the due date and time, and all offerors are advised that this requirement will be strictly interpreted and enforced. Fax machines shall not be used for the submittal. Proposals received prior to the time of opening will be securely kept unopened. No responsibility shall be attached to the contracting department or representatives for the premature opening of a proposal not properly addressed and identified. All Proposers are responsible for ensuring their proposal is received on time by the County. In the event of the closing of certain County facilities and/or operations, and/or services due to an unplanned event or any cause beyond the County's control, the opening/due date will be rescheduled by the County. The County of Jefferson reserves the right to reject any and all offers.

- O. Important Notice. All material submitted in response to this RFP becomes the property of the County and will be considered public records after the award of the contract. Proposals shall not be shared with any competing offerors during the selection phase of this procurement; however, after award of the contract to the successful offeror, proposals received in response to this Request for Proposal may be subject to disclosure under a provision of the Freedom of Information Act. Information in proposals that is clearly identified as proprietary will not be disclosed at any time. Blanket statements that all contents of the proposal are confidential and proprietary will not be honored by the County. The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, Proposers should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

The information or data on pages _____ of this proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical, or other information which constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. We request that the County use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the County pursuant to FOIL.

In the event the County receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the County in making its determination as to whether disclosure is required under the law.

- P. Substitute or "or equal" Items.

A Contract, if awarded, will be on the basis of materials and equipment as described in the Specifications, and "or equal" items submitted by the Proposer and accepted by the County. The Proposer may offer "or equal" items that meet the same performance or reliability standards as specified herein. If the Proposer offers an "or equal" item, the Proposer must include with the proposal package, sufficient documentation establishing equality of construction, operation and utility. Said "or equal" items shall be accepted or rejected based upon the County's evaluation of the submitted documentation. All costs associated with the review of any "or equal" items prior to recommendation to award, shall be at the Proposer's expense.

If a submitted "or equal" item is rejected, the Proposers shall be afforded an opportunity to meet with the County to offer additional qualifying opinions and information prior to the County rejecting the proposal. The Proposer shall not have the opportunity to submit any alternative materials or equipment after the proposals are opened.

The decision to accept or reject an "or equal" item rests solely with the County. If a substitute "or equal" item is not accepted by the County, the proposal will be deemed non-responsive and the

County shall reject this proposal. The next lowest responsive proposal shall then be reviewed for recommendation of award.

- Q. FOIL: Submission of a proposal to Jefferson County shall be deemed consent for the proposal to be publicly identified, and information contained therein shall be deemed a matter of public record unless such information is designated by the party submitting the proposal as trade secrets or other information allowed to be kept confidential pursuant to the Public Officer's Law of the State of New York.

All material submitted in response to this RFP becomes the property of the County and will be considered public records after the award of the contract. Proposals shall not be shared with any competing offerors during the selection phase of this procurement; however, after award of the contract to the successful offeror, proposals received in response to this Request for Proposal may be subject to disclosure under a provision of the Freedom of Information Act. Information in proposals that is clearly identified as proprietary will not be disclosed at any time. Blanket statements that all contents of the proposal are confidential and proprietary will not be honored by the County. The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, Proposers should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

The information or data on pages _____ of this proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical, or other information which constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. We request that the County use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the County pursuant to FOIL.

In the event the County receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the County in making its determination as to whether disclosure is required under the law.

"When submitting a proposal for consideration, unless otherwise noted, all proposers understand that Jefferson County may reject all submissions that are marked "confidential" either substantially or in their entirety (other than narrowly defined data considered a 'trade secret'. All submissions are considered non public information until the evaluation is complete and a Contract or Purchase Order is issued. At that point all submissions become public record."

R. Non-Appropriations Clause.

The awarding of a contract for the work outlined in this Request for Proposal is subject to the appropriation of funds and approval by the Jefferson County Board of Legislators. Any agreement between the County and the successful Proposer shall be executory only to the extent of the monies appropriated therefore. Contract award decisions will be made public as soon as possible. Proposers should not assume that their proposal has been approved until the receipt of official notification from the County of Jefferson. Neither this solicitation nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this solicitation.

In accordance with New York State General Municipal Laws, the County of Jefferson will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the Vendor agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the County. Issuance of a purchase order by the County indicates that the County currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Should it become necessary for the County to cancel a project or purchase after an order to proceed or purchase order has been issued, the County will only be liable for and the Vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

R. Iranian Energy Sector Divestment.

Proposer hereby represents that said Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Proposer has not:

1. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible Proposer pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Proposer submitting a proposal in response to this Request for Proposals must certify and affirm the following under penalties of perjury:

1. "By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Proposer is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

Jefferson County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Proposer cannot make the certification as set forth in subdivision (a) above, the Proposer shall so

state and shall furnish with the request a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Proposal to any Proposer who cannot make certification, on a case-by-case basis under the following circumstances.

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The County of Jefferson has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Jefferson would be unable to obtain the goods or services for which the proposal is offered. Such a determination shall be made by the County in writing and shall be a public document.
- S. Sexual Harassment. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. Where competitive bidding is not required, state departments and agencies may, at their discretion, require the above certification. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>

RFP #21-41
AIRPORT AVIATION FUEL, TRUCK LEASES AND INTEGRATED FBO AVIATION SOFTWARE FOR FUEL
MANAGEMENT AND CREDIT CARD PROCESS
DETAILED SPECIFICATIONS

SCOPE

It is the intent of this specification to describe the minimum requirements for supplying Aviation Fuel (bulk) Type 100LL and Jet A and related technical and support services to the Watertown International Airport, Dexter, NY. Said fuel is being supplied to the County for sale as retail fuel at the airport. All fuel products proposed in this RFP must conform to all applicable federal, state and local pollution control regulations.

SPECIFICATIONS

The Watertown International Airport has two (2) 15,000 gallon, fuel tanks (One each for Jet A and 100LL). Historical fuel deliveries are as follows:

	100LL Gallons	Total Delivered JET A Gallons
2018	37,303	402,234
2019	33,434	367,132
2020	33,446	149,742

Aviation fuel supplied shall meet ASTM-D910 standards for Aviation Fuel 100LL. Jet A type fuel shall meet ASTM-D1655 standards for jet fuel. Successful supplier must provide additives (prist) for Jet A mixed by delivery truck or premixed. The County reserves the right to have any tests conducted that it may deem necessary in order to verify the performance standards of the fuel. In general, the aviation fuel shall be of the octane rating represented and shall comply with the latest requirements of the United States Government specifications.

If it is found that the fuel supplied does not comply with acceptable standards the supplier shall, at his own cost and expense, remove all such fuel from the County tanks and replace it with fuel that meets the acceptable standards. The supplier shall clean all tanks. This shall be completed within forty-eight (48) hours of receiving notice from the County.

1) EXPERIENCE AND REFERENCES

Supplier must have a minimum of three (3) years' experience in providing aviation fuel and related services to airports in New York State. Suppliers are to provide a minimum of five (5) references from currently serviced airports.

2) SAFETY, QUALITY ASSURANCE, AND TRAINING

The supplier shall inspect the Airport's fueling facilities to insure it is in alignment with the supplier's standards. The supplier shall also review the Airport's procedures for handling and dispensing fuel. Any training of line personnel on fuel farm or fuel truck procedures shall be made available by the supplier. Any fuel testing materials required by the supplier shall be provided to Airport personnel with proper training to carry out such quality assurance testing.

Supplier must inspect Airport fuel quality and fueling safety at intervals of no more than twelve (12) months. The successful supplier must conduct a complete safety inspection within ninety (90) days of the award. Safety inspection and training should be conducted each year of the contract.

The supplier shall provide on/off site safe fueling training for two (2) employees (as designated by the County) during the first year of the contract. Thereafter, the supplier shall provide this training for one designee annually. All training must be Federal Aviation Administration approved.

3) PRODUCT DELIVERY AND PRICE

Delivery shall be made within twenty-four (24) hours A/R/O. Standard delivery shall be from Monday–Friday, 7:00 AM – 5:00 PM. Price of fuel (FOB Watertown International Airport) shall be firm, except that price revisions will be allowed during the contract period in accordance with the following:

1. All deliveries shall be metered.
2. Supplier should have inventory positions at primary and secondary supply points within a reasonable distance from ART.
3. All rack or other pricing used shall be faxed or emailed weekly to the Watertown International Airport as proof of base pricing. Failure to comply with this requirement will enable the County to use the lowest rack price during the previous fifty-two (52) week period for the billing cycle for which rack pricing was not made available.
4. All prices shall be carried out to Six (6) decimal places.
5. The supplier's profit margin shall remain fixed (profit) above rack pricing as published by Journal of Commerce or PLATTS New York Barge Mean & Gulf Coast Mean 93 Octane. Suppliers should supply a copy of said listing with their proposal.
6. Invoice pricing shall reflect rack price, freight, and itemize all applicable federal, state and local taxes and fees, and any other applicable charges listed as separate line items on the invoice.
7. The supplier shall provide the following information for Jet-A and Avgas pricing:
 - a. Location of the supplier's closest primary terminals
 - b. Price impacts if primary supply terminal is not available
 - c. Fixed freight cost per gallon
 - d. Fixed markup in cents per gallon
 - e. Total delivered price
 - f. Source rack
8. Proposal shall outline billing and settlement procedures, minimum order requirements, fuel ordering and fuel delivery process.

4) EMERGENCY SERVICE

Supplier shall make available to the County a twenty-four (24) hour emergency telephone number, should a problem occur or should the County require a weekend or holiday fuel delivery.

5) MOBILE REFUELERS

The County currently leases three (3) refuelers:

- 2001 ISU24 – 10,297 Hours – 1500 Gallon Capacity – Aviation Fuel
- 1996 Ford – 2,207 Hours – 3000 Gallon Capacity – Jet A Fuel
- 2000 International – 8,154 Hours – 5000 Gallon Capacity – Jet A Fuel

While it is the intent of the County to LEASE Refuelers, the County will consider options for both the purchase and lease of refuelers for both aviation and jet fuel based on the minimum capacities of the equipment currently in use. While it is the preference of the County to lease or purchase the newest equipment available, we will accept proposals for the lease of equipment that was manufactured within the last ten (10) years. All Refuelers must meet NFPA 407 Section 5.1.12 standards.

Upon the County's request, vendor must have ability to relocate temporary refuelers to the county's facility as needed within 24 hours and without charge to county.

Additionally, the supplier shall detail any parts department capabilities for refuelers, fuel farms and related equipment. Delivery of ordered items must be received by the airport department within forty-eight (48) hours of the time of order.

The supplier shall describe, in detail, any program of this nature that may be available to meet the County's needs for leasing mobile refuelers including lease/purchase agreements and maintenance terms.

6) FBO AVIATION SOFTWARE FOR FUEL MANAGEMENT AND CREDIT CARD PROCESSING

Retail sales are an important part of the County's fuel business therefore the branded credit card program offered by the Supplier is an important aspect in the basis of awarding this proposal. Airport requires aviation software for fuel management and credit card processing to be made available at no charge under the following provisions:

1. The card reader shall be an electronic reader with internet connection for instant verification and batch processing and allowing electronic transfer of funds to be posted into the County's account within forty-eight (48) hours.
2. Supplier shall supply all associated machines and supplies, forms, materials and etc. without charge to the County.
3. The supplier's aviation software shall provide for normal airport FBO related charges, in addition to fuel; allow for export/import of accounting transactions in the County's accounting system; will allow for fuel tracking and inventory management from the fuel farm to the customer's Point of Sale with the ability to process transactions from the ramp (truck) with a mobile device for paperless fueling; software updated; appropriate encryption for fuel industry and credit card processing; software to be web based with cloud hosting.
4. Supplier shall accept without processing fee, at least one (1) major oil company credit card or "station card". The supplier shall assist in the transition from the current supplier's credit system by initiating a process that insures a smooth transition for current customers.
5. The supplier shall detail all credit cards their company will accept and also detail any processing charges associated with the various cards. If there are no processing costs the proposal should reflect this.

7) ADDITIONAL INSURANCE

In addition to the General insurance requirements as outlined in the Agreement for Vendor Services, supplier shall provide at no cost to the Airport excess Aircraft Fueling Liability Insurance covering all fuel related activity of at least fifty (50) million dollars. (\$50,000,000.00)

8) SIGNAGE/ADVERTISING AND MARKETING

Watertown International Airport will place decals and signage as it deems appropriate on fuel trucks, display counters and buildings provided that these items are provided at no charge by the supplier. All required labeling (Product ID, No Smoking, Flammable, Hazardous ID Labels) will be provided as required at no cost to the County. A large illuminated outdoor sign, no less than 5' x 5', with the suppliers name and logo shall be provided.

The supplier shall provide all information on potential advertising, marketing, uniform, and promotion programs. If cooperative advertising or programs is offered, the rate of participation shall be detailed.

9) OTHER CONSIDERATIONS AND INCENTIVES

Additionally, the supplier shall outline any rewards or bonus programs offered to customers including cost to the County and reimbursement policies and procedures to the County. Other considerations and incentives will be considered in evaluation of the proposals including but not limited to: Pilot incentive programs, standardized or reduced credit card processing charges, updated electronic fuel dispensing equipment or software improvements & updates, and any other considerations and incentives.

TERM

The County anticipates that the initial term of this contract will be for Three (3) year(s). The County reserves the right to extend the contract for up to two (2) additional one (1) year period(s), at the sole option of the County and under all terms and conditions of the original RFP.

ADDITIONAL INFORMATION, INTERVIEWS & SITE VISITS

The County may require any or all Offerors to present additional evidence of experience, ability and financial standing as well as a statement as to the materials, equipment or personnel which the Offeror will have available

for the performance of the contract. The County reserves the right to interview any or all Offeror and/or visit any or all Offeror's sites during the evaluation of proposals. Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in interviews, site visits or be asked to submit a best and final offer. The County may award the contract without interviews and/or site visits for any or all Offerors, if deemed to be within the best interests of the County.

SIGNATURE/NON-COLLUSIVE STATEMENT

The undersigned proposes to furnish products or services to specifications included in this document, at the price(s) set forth, as required to meet the County's needs. Any deviation to the specifications must be noted in your response, be fully explained and attached or the deviations will not be considered part of the proposal.

Deviations: Yes _____ No _____


By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies also its own organization, under penalty of perjury, that to the best of their knowledge and belief:

The prices have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any Competitor.

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any Competitor.

No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

This proposal is signed by the Proposer with full knowledge and acceptance of all the provisions of the general specifications, the proposal, and the group specification. The Undersigned hereby declares that he or she has carefully examined the specifications and proposal form for the project described in this document. By submitting a proposal, the Proposer covenants and agrees that the Proposer has satisfied himself from his own investigation of the conditions to be met, that he or she fully understands his/her obligations, and that they will not make any claim for or have a right to cancellation or relief, without penalty of the contract, because of any misunderstanding or lack of information.

Company Name: _____
Address: _____
City, State, Zip Code: _____
County: _____
Federal Identification No.: _____
Area Code/Telephone No.: _____
Area Code/Fax Number: _____
E-mail Address: _____
Website: _____
Authorized Signature:  _____
Typewritten Name: _____
Title: _____
Date: _____

NON-PROPOSER'S RESPONSE

For purposes of maintaining accurate Proposer's lists and facilitating your firm's response to our invitation for proposal, the County of Jefferson is interested in ascertaining reasons for prospective Proposer's failure to respond to invitations for proposals. If your firm is not responding to this proposal, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Jefferson County Purchasing Director, 195 Arsenal Street, Watertown, New York 13601. This form may be returned by mail or fax. Faxes may be sent to 315-785-7591. Failure to submit either a proposal or return this form will result in removal of your firm's name from our Proposer's lists. Thank you for your cooperation.

We are not responding to this invitation for proposal for the following reason(s)

- Items or materials requested not manufactured by us or not available to our company.
- Our items or materials do not meet specifications.
- Specifications not clearly understood or applicable (too vague, too rigid, etc.)
- Quantities too small.
- Insufficient time allowed for preparation of proposal.
- Incorrect address used. Correct mailing address is:

- Our branch/division handles this type of proposal. Correct name and mailing address is:

- We are unable to submit a proposal at this time but would like to continue to receive invitations for proposals.

- We are unable to submit a proposal and wish to be removed from the Proposer's list.

NAME OF FIRM: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____

Signature of Representative

DATE: _____

RFP Number: #21-1 RFP Name: **AIRPORT AVIATION FUEL, TRUCK LEASES AND INTEGRATED FBO AVIATION SOFTWARE FOR FUEL MANAGEMENT AND CREDIT CARD PROCESSING**

Attachment
Certification Pursuant to Section 103-g
of the New York State
General Municipal Law

- A. By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Proposer cannot make the foregoing certification set forth in Paragraph A above, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the proposal is made, or his designee, may award a proposal, on a case by case basis under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name