



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 07/16/2024

or Procurement Director Award:

* = Mandatory, information must be provided

***Contractor/Vendor Name/Grantor (DBA):**

Trajen Flight Support LP DBA Atlantic Aviation Tucson (Headquarters: Tucson, AZ)

***Project Title/Description:**

Aviation Grade Fuel

***Purpose:**

Award: Master Agreement No. MA-PO-24-229. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$550,000.00 (including sales tax) and include four (4) one-year renewal options. Administering Department: Sheriff's Department.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB-24000251 was conducted. One (1) response was received. Award is to the responsive and responsible bidder.

PRCUID: 521327

Attachments: Notice of Recommendation for Award and Master Agreement

***Program Goals/Predicted Outcomes:**

To provide Jet A grade aviation fuel to Pima County Sheriff's Department Air Unit aircrafts 24-hours a day, 365 days a year.

***Public Benefit:**

Provides air support to assist law enforcement operations and "search and rescue" operations by increasing safety for the public and law enforcement.

***Metrics Available to Measure Performance:**

Measure the performance of the contractor by their ability to provide Jet A grade aviation fuel 24 hours per day, 365 days per year.

***Retroactive:**

No.

TO: COB 7/1/2024
12 PAGES
VERSION 1

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 24-229
Commencement Date: 7/16/2024 Termination Date: 7/15/2025 Prior Contract Number (Synergen/CMS):
[X] Expense Amount \$ 550,000.00 * [] Revenue Amount: \$

*Funding Source(s) required: General Funds

Funding from General Fund? [X] Yes [] No If Yes \$ 550,000.00 % 100

Contract is fully or partially funded with Federal Funds? [] Yes [X] No

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? [X] Yes [] No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? [] Yes [X] No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):

[X] Expense [] Revenue [] Increase [] Decrease

Amount This Amendment: \$

Is there revenue included? [] Yes [] No If Yes \$

*Funding Source(s) required:

Funding from General Fund? [] Yes [] No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

[X] Award [] Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:

[] Match Amount: \$ [] Revenue Amount: \$

*All Funding Source(s) required:

*Match funding from General Fund? [] Yes [] No If Yes \$ %

*Match funding from other sources? [] Yes [] No If Yes \$ %

*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer: Eric Bohorquez Digitally signed by Eric Bohorquez Date: 2024.06.21 08:22:18 -0700 Acting Division Manager: Troy McMaster Digitally signed by Troy McMaster Date: 2024.06.21 08:31:33 -0700

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2024.06.21 18:22:12 -0700 Telephone: 520-724-3563

Department Director Signature: Chris Nanos Digitally signed by Chris Nanos Date: 2024.06.27 14:37:01 -0700 Date:

Deputy County Administrator Signature: Date: 6-28-2024

County Administrator Signature: Date: 6/29/2024



PIMA COUNTY

FINANCE & RISK MANAGEMENT

Modification to Insurance or Indemnity Clause

Date: 6/13/2024

Requestor Name: Eric Bohorquez

Department: Procurement Department

Change to Insurance

Change to Indemnity

Supplier Name: Atlantic Aviation TUS

Contract No:

Project Title/Description:

Aviation Grade Fuel

Requested Change:

Page 5 (13.1.4 Professional Liability E&O Insurance): Strike 13.1.4 in its entirety, as it is not applicable.

Page 10: Change "claims or demands and costs, including attorney's fees[...]" to "[...]claims or demands and costs, including reasonable attorney's fees[...]"

Page 10: Add arising out the othe sole "GROSS" negligence or "WILLFU"L misconduct

Approved

Denied

Risk Management:

Comments:

DENIED: Page 10: Add arising out of the sole "GROSS" negligence or "WILLFU"L misconduct



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: June 24, 2024

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-24000251 for Aviation Grade Fuel that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after July 16th, 2024.

Award is recommended to the responsive and responsible Bidder

<u>AWARDEE NAME</u>	<u>BID AMOUNT</u>	<u>ANNUAL AWARD AMOUNT</u>
Trajen Flight Support LP DBA Atlantic Aviation Tucson	\$514,700.00	\$550,000.00 (including sales tax)

OTHER RESPONDENTS

None

Issued by: Eric Bohorquez

Telephone Number: 520-724-3563

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2400000000000000229

MA Version: 1

Page: 1 of 2

Description: Aviation Grade Fuel

I S S U E R	Pima County Procurement Department
	150 W. Congress St. 5th Fl
	Tucson AZ 85701
	Issued By: Eric Bohorquez
	Phone: 520-724-3563
	Email: eric.bohorquez@pima.gov

T E R M S	Initiation Date: 07-16-2024
	Expiration Date: 07-15-2025
	NTE Amount: \$550,000.00
	Used Amount: \$0.00

V E N D O R	Trajen Flight Support LP	Contact: Jeff Morse
	1921 E Flightline Drive	Phone: 520-889-0593
	Tucson AZ 85756	Email: jeff.morse@atlanticaviation.com
		Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
Award: Master Agreement No. MA-PO-24-229. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$550,000.00 and includes four (4) one-year renewal options. Attachment: Offer Agreement.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 24000000000000000229

MA Version: 1

Page: 2 of 2

Line	Description					
1	Jet A Grade Aviation Fuel					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$4.64			
2	Aircraft Fuel 100LL					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$6.69			



PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)

Solicitation Number: IFB-24000251

Title: Aviation Grade Fuel

DUE IN AND OPENS: June 10, 2024, AT OR BEFORE 2:00 PM LOCAL TUCSON, AZ TIME (MST)

Submit Bid to:

Online submissions to the Bidnet solicitation portal only

Remote Pre-Bid Conference:

May 29, 2024, AT 11:00 AM LOCAL TUCSON AZ TIME (MST)
Pima County Procurement Department
150 West Congress, 5th Floor
Tucson, Arizona 85701

MS Teams Meeting Link: [Join the meeting now](#)

SOLICITATION: Pima County ("County") is soliciting bids from Offerors qualified, responsible, and willing to provide Aviation Grade Fuel in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with aviation grade fuel on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM"), per specifications and requirements described herein. Pima County reserves the right to similar items and services at mutually agreed upon pricing at any time during the term of this contract. Pima County has estimated an award amount of \$450,000.00 annually.

You may download a full copy of this solicitation at <https://www.bidnetdirect.com/solicitations/open-bids/> by searching and selecting the solicitation number. Offerors are required to check this website for amendments prior to the "Due In and Opens" date and time to assure that the bid incorporates all amendments. Prospective Offerors may also pick up a copy, Monday through Friday excluding legal holidays (as observed by County, <https://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=2976>), 8 A.M. to 5 P.M. LOCAL TUCSON ARIZONA TIME (MST), at the address listed above.

PRE-BID CONFERENCE: County will hold a Pre-Bid Conference, via an MS Teams Meeting only, for the purpose of clarifying requirements and answering prospective Offeror questions. It is the responsibility of Prospective Offerors to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged. Remote participation is via the MS Teams Meeting link included above.

MS TEAMS BID OPENING: County will publicly open bids, via an MS Teams Meeting only, immediately after the "Due In and Opens" date and time at the location as stated above or as subsequently changed by a solicitation amendment. County will read each respondent's name and total bid amount. County invites all interested parties to attend the opening. Remote participation is via the following MS Teams Meeting link: [Join the meeting now](#).

Offerors must submit bids as required in the Instructions to Offerors, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for County to reject a bid as "Non-Responsive."

Offerors must complete and return those documents identified in Section 4, Submission of Bids of the Instructions to Offerors document.

Offerors may not withdraw bids for sixty (60) days after opening except as allowed by Pima County Procurement Code.

Bonds are not required.

OFFERORS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY ARE WILLING AND ABLE TO COMPLY, AND INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.

County will not accept verbal requests for clarifications or interpretations. Offerors must submit any questions or deviation requests through the Bidnet solicitation portal.

All submittals must reference the Solicitation Number and Title. County may not answer any questions that Offerors submit within eight (8) days of the solicitation "Due In and Opens" Date and Time.

INSTRUCTIONS TO OFFERORS

FAILURE TO COMPLY MAY CAUSE COUNTY TO IMPROPERLY EVALUATE THE BID OR TO CONSIDER THE BID TO BE **"NON-RESPONSIVE"**

1. PREPARATION OF RESPONSES

Offeror's submission must use the forms contained in the solicitation. Offerors must print, in ink, or type all prices and notations. Erasures are NOT permitted. Offerors must cross out errors and print in ink or type corrections adjacent to the error, and the person signing the bid will initial any such correction. Pima County ("County") prefers typed responses.

All bids must, if appropriate, indicate the registered trade name, stock number, and packaging of the items included in the bid.

Any surety required by this solicitation may be in the form of a bond, cashier's check or certificate of deposit made payable to Pima County. Personal or company checks are not acceptable.

2. OFFER AGREEMENT for Aviation Grade Fuel

An authorized representative of Offeror **MUST** complete the Offer Agreement document and sign the Section 17 Bid/Offer Certification page of the Offer Agreement, certifying that the Offeror is willing and able to meet all requirements of the solicitation. The completed and signed Offer Agreement becomes a binding offer once submitted by Offeror and opened by County on the **"Due In and Opens"** date. Once County accepts and executes the Offer Agreement, as described below in Section 10 Award of the Instructions to Offeror and Section 2 Contract Term, Renewals, Extensions and Revisions of the Offer Agreement, the Offer Agreement becomes a binding contract between Offeror and County for the goods and services described therein.

2.1. Contractor Minimum Qualifications

In order for County to evaluate and consider bids for award, they must be **"Responsive"** and **"Responsible"**. **"Responsive"** means that the submitted bid documents conform in all material respects to the requirements in the solicitation. **"Responsible"**, means that Offerors document and substantiate their capability to fully perform all requirements of the solicitation. Factors include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and any other matter necessary to provide the performance that the solicitation requires. The Contractor Minimum Qualifications section of the Offer Agreement establishes the Offeror's capacity and responsibility for providing the services or products solicited. To be evaluated and considered for award of contract, Offeror must submit with the Offer Agreement all documents specified in Section 3 Contractor Minimum Qualifications of the Offer Agreement. If requested in that section, Offeror must list the license numbers or descriptions and other information requested.

2.2. Unit Prices & Bid/Offer Certification

Offerors must fully complete Section 8 Compensation & Payment of the Offer Agreement.

Unless otherwise stated, Offeror must provide a Unit Price for all items included in the Offer Agreement Unit Prices schedule. Offeror must provide requested information and data in the precise manner that County requests. Product descriptions must provide sufficient information for the product being offered. Offeror's unit prices must include all costs required to implement and actively conduct and document cost control and reduction activities. Offeror's unit prices must not include taxes applied to the unit price and legally applicable to County purchase transactions. Offeror's unit prices must include all costs incidental to the provision of the good or services being solicited. Offerors must price each item separately.

County may question, clarify, and correct obvious errors.

3. SPECIFICATION DEVIATIONS

The specifications of the Offer Agreement identify the kind and quality of goods or services Offeror will provide without being unnecessarily restrictive and allow Offeror to provide the information needed for the development of consistent and comprehensive bids.

Equipment brand names, models, and numbers, when given, identify a level of quality, equivalent performance, and dimensional specifications, and are for reference only, unless the solicitation otherwise specifies.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the Offeror's sole risk.

Items included in Offeror's bid must meet the specifications and requirements in the solicitation.

Offeror may request deviations that specifically document and clearly illustrate the requested deviation to the particular specification or the requirement in this solicitation and fully explain the requested deviation's impact on the end performance of the item. Offerors must submit deviation requests to County prior to the initial **"Due In and Opens"** date. County may not answer requests submitted within eight (8) days of the **"Due In and Opens"** date. County may accept or reject deviation requests in accordance with the Pima County Procurement Code.

County may consider conditional bids that do not conform to or that request exceptions to the published solicitation (and amendments) as **"Non-Responsive"** and may not evaluate them.

4. SUBMISSION OF BIDS

County will consider Offeror's submission of a signed Offer Agreement to be a firm offer that will become a binding contract once County issues a system-generated Master Agreement (MA) or Purchase Order (PO) to the successful Offeror.

Offerors must complete, execute, and submit their full and complete response online to the Bidnet solicitation portal.

A COMPLETE & SIGNED OFFER AGREEMENT MUST BE SUBMITTED. A complete Offer Agreement includes:

1. All thirteen (13) pages of the Offer Agreement, with the following sections and their requirements completed by the Offeror:

- **Section 3: Contractor Minimum Qualifications and supporting documents (check appropriate answer and include supporting documents)**
- **Section 5: Sustainability**
- **Section 8: Compensation & Payment**
- **Section 14: Performance Bond**
- **Section 15: Acknowledgement of Solicitation Amendments**
- **Section 16: Small Business Enterprise (SBE) Certification**
- **Section 17: Bid/Offer Certification Page**

2. Any other documents required by the solicitation.

NOTE: Insurance certification, and Performance Bond if applicable, documents will be required from the successful Offeror within two (2) business days after County posts the Notice of Recommendation for Award on the Procurement website.

An authorized agent of Offeror must sign bids and submit their response to the Bidnet solicitation portal and not later than the **"Due In and Opens"** date and time specified in the IFB.4

County will not accept emailed or faxed bids. Only bids submitted through the Bidnet solicitation portal will be accepted.

Offeror's failure to comply with the solicitation requirements, including but not limited to submittals that do not contain all documents, or that modify the solicitation requirements, may be cause for County to reject Offeror's bid as **"Non-Responsive"** and not evaluate it.

5. INQUIRIES & CLARIFICATIONS

All inquiries to County regarding this solicitation must be submitted via the Bidnet solicitation portal. No oral interpretations or clarifications made by County to any Offeror as to the meaning of any of the solicitation documents will be binding on County. If a prospective Offeror believes a solicitation requirement is needlessly restrictive, unfair, or unclear, Offeror must notify the Pima County Procurement Department in writing identifying the solicitation number, page and paragraph number and clearly state the issue and suggested solution prior to the **"Due In and Opens"** date. County will respond to inquiries and issue clarifications through the Bidnet solicitation portal and/or by written solicitation amendment posted to the Bidnet solicitation portal. County may not answer issues identified less than eight (8) days prior to the **"Due In and Opens"** date.

6. OPENING

County will publicly open responses on the date stated in the IFB. County will read each respondent's name and the total bid amount. County invites all interested parties to attend the bid opening via the MS Teams link provided in the IFB.

7. EVALUATION

County will tabulate responses that are **"Responsive"** and **"Responsible"** to determine which are most advantageous to County considering the specifications stated in the Offer Agreement and other relevant factors. County will determine the low or lowest bids considering all items listed in the Unit Price Schedule. Unit prices prevail in the event of an extension error.

County may: 1) waive informalities in the bid or bid procedure; 2) reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in Pima County Procurement Code Section 11.32; 3) reject any and all responses; 4) re-advertise for bids previously rejected; 5) otherwise provide for the purchase of such equipment, supplies materials and services as required herein; 6) award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing submitted by Offeror.

7.1. SMALL BUSINESS ENTERPRISE PREFERENCE

Any contract funded in any amount with federal funds is not eligible for the Small Business Enterprise (SBE) preference.

For bids that do not exceed \$500,000 per contract year, County will give a 5% bid preference to firms submitting SBE Certificates issued by the City of Tucson with their bid. The certification is subject to verification and acceptance by County. If County accepts the certification, it will evaluate the bid at 95% of the bid amount to determine the low and responsive bid. If an SBE firm is the successful Offeror, the contract will include the unit prices, or Lump Sum, as bid.

To be eligible for the price preference, SBE firms must include with their bid documents a copy of their current certification document which they may acquire from the City of Tucson; Department of Procurement. The City of Tucson SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at: http://www.tucsonprocurement.com/bidders_SBE.aspx.

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Business Enterprise Program Coordinator at (520) 724-3807 for assistance or further information.

8. AWARD NOTICE

County will post a Notice of Recommendation for Award ("NORFA") for the IFB on the Bidnet solicitation portal and the Procurement Department will maintain the tabulation of bids, available for review by interested parties. Offerors that submitted a bid in response to the IFB may also receive an email notice from the Procurement Department of the posting of the NORFA. County will not provide the results of this solicitation in any other manner, or at any time prior to the posting of the NORFA.

9. PROTESTS

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. County's protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available at https://codelibrary.amlegal.com/codes/pimacounty/latest/pimacounty_az/0-0-0-7273. County counts the five-day period to file a protest of the award from the date County posts the NORFA on the Pima County Procurement Department website at <https://oldcms.pima.gov/cms/One.aspx?portalId=169&pageId=128681> without regard to whether County issued individual notices. Offerors are responsible for checking the website.

10. AWARD

If County makes an award, County will enter into a contract with one or more Contractor(s) that submitted the lowest responsive bid(s) that County determined **"Responsible"** for providing the required goods or services. Either the Procurement Director or Board of Supervisors will make the contract award in accordance with the Pima County

Procurement Code. Unless County expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of County, and County may obtain like goods or services from other sources.

11. PIMA COUNTY VENDOR RECORD

A valid Pima County Vendor record is required to receive any award of contract. Before submitting a response to this solicitation, Offeror must establish a complete vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten (10) calendar days of the solicitation due date. The preferred method for Offeror to create or update this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). In addition to providing the means for an Offeror to create and maintain its vendor record, VSS also provides for email notice to Offeror regarding solicitations that County publishes for commodities of interest as identified by the Vendor record. Internet links for Vendor Registration are located at the Procurement Department Internet page: <https://www.pima.gov/208/Vendor-Self-Service-System-VSS>.

12. DOCUMENTS MARKED CONFIDENTIAL

County must comply with A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6. The Offer Agreement includes a specific provision about public records in Section 28. Please note that all records submitted in response to this solicitation, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records and are subject to release or review by the general public upon request, including competitors. Under County policy, if Offeror reasonably believes that some of the records that will be submitted to County in response to this solicitation contain proprietary, trade-secret or otherwise-confidential information, Offeror must prominently mark those records "CONFIDENTIAL". If County received a public-records request for records marked CONFIDENTIAL, County will notify Offeror of the request as soon as reasonably possible. County will release the records ten (10) business days after the date of that notice, unless Offeror has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Offeror must also provide County with an index specifically identifying and describing the general contents of each page CONFIDENTIAL. The index is also a public record and must not include any information considered confidential.

The Offeror agrees to waive confidentiality of any price terms in the event of an awarded contract.

END OF INSTRUCTIONS TO OFFERORS

Attachment 1

OFFER AGREEMENT, Amendment No. 02

1. PURPOSE

This contract establishes a system-generated form Master Agreement ("MA") for Contractor to provide Pima County ("County") with Aviation Grade Fuel on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The MA will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised MA document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS

The Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract.

- Contractor must have a minimum of four (4) years consecutive experience with Jet A grade aviation fuel, including current year.
- Contractor must be an approved vendor at the Tucson International Airport.
- Contractor must be located in the Tucson International Airport.

Contractor will research the designated Issuing Agency requirements to perform the requested work; will list currently active license number(s), Description & Class for the required licenses; and agrees to maintain said license(s) for the term of the contract and to notify County within ten (10) business days of any change in license status.

Contractor will check appropriate response below and provide requested documents. Failure to check appropriate response and provide copies of requested documents may cause the offer to be rejected and deemed non-responsive:

1	Contractor possesses all necessary permits and licenses to perform services within the State of Arizona and local municipalities. Include one (1) copy of license with the Offer Agreement.	<input checked="" type="radio"/> Yes	<input type="radio"/> No
2	Contractor possess all certified equipment/training required to perform the necessary services as established by industry standard guidelines. Include copies of certification with the Offer Agreement.	<input checked="" type="radio"/> Yes	<input type="radio"/> No
3	Contractor has been in the business of Jet A grade aviation fuel for a minimum of four (4) consecutive years, including the current year. Include one (1) copy of licenses with the Offer Agreement.	<input checked="" type="radio"/> Yes	<input type="radio"/> No

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

4.1. General Specifications

- Contractor must fuel the Pima County Sheriff's Department (PCSD) aircraft and 2,500-gallon fuel trailer. Currently PCSD has two Cessna 208 airplanes and one Eurocopter AS350B3e that require Jet A aviation fuel. The department also has a Cessna 310 that requires Avgas fuel.
- Contractor must have employees that are properly trained and authorized to fuel aircrafts.
- Contractor must have on-duty employees at their facility to be able to provide Jet A and Avgas fuel 24 hours a day, 365 days a year.
- Contractor must be able to supply fuel at the PCSD hangar. PCSD hanger is located at 1901 E. Aero Park Blvd, Tucson AZ 85756.

4.2. Item Specifications

All equipment must be models of current production, latest design and technology, new and unused unless otherwise specified. The successful Proposer must provide manufacturer and Proposer documentation, including and not limited to the following not later than fourteen (14) days after request by County and at no additional cost: warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and safety data sheets (SDS).

4.3. Typical Business Process Flow: Not applicable.**4.4. Grant Conditions: Not applicable****5. SUSTAINABILITY**

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

- Waste prevention/reduction or material recycling/reuse.
- Alternative energy/fuels (such as solar/wind energy; biodiesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration.
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- Other practices which coincide with County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County).

6. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offer and execute this contract by issuing an MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will include the term of the contract.

Pursuant to the executed MA, County departments requiring the goods or services described herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. If County gives the order verbally, the County Department Issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.

Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to County's Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

7. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order DO or DOM will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. COMPENSATION & PAYMENT

The MA will establish the contractual unit pricing and Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract, and neither the NTE Amount nor unit pricing can be

altered without amendment. Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.

8.1. Unit Prices

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no payments for items not in the contract and Contractor will not invoice them.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

Pricing- Complete first month unit prices in Documents and Items tab on BidNet

NOTE: Pricing is calculated as a cost per gallon of fuel and a cost plus fee* (flat rate per gallon) added together for the total price per gallon to PCSD. The cost plus fee (flat rate) will remain the same throughout the contract regardless of any increases/decreases of price per gallon for fuel. (*Fee is for your delivering to PCSD hangar/or PCSD refueling at contractor's ramp, invoicing, and any other charges associated with these refueling services rolled into a flat rate per gallon charge). No other charges will be allowed.

Contractor will issue monthly rate quote via email by the last Tuesday of the preceding month by 2:00 PM. Rates received by the County after the stated date and time will be considered non-responsive and the prevailing rates will apply at the County's discretion. Monthly rate prices submitted will remain in place for that ordering month.

Although an order may not fully include State and City sales tax, County will pay such taxes as are **DIRECTLY** applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

8.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-in property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

8.3. Price Escalation

All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the applicable ordering month as stipulated on each Monthly Rate submitted by the Contractor. In the event unit prices substantially increase from any given month, the County may request supporting documents justifying increases. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of the County to accept the quote. County reserves the right to continue, accept or reject the price quote, or terminate and re-solicit the contract.

8.4. Living Wage

All pricing will conform to Pima County's Living Wage Ordinance 2002-1 if applicable, including required annual adjustments of the wage.

8.5. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include