

: Loco Inc and City of Grand junction fuel delivery relationship.

Pete Lipson <plipson@gjloco.com>

Sat 11/5/2016 2:17 PM

To: Pete Lipson <plipson@gjloco.com>; Tom Hoffman <thoffman@gjloco.com>; Susan Hyatt <susanh@gjcity.org>;

Cc: scott.forsgren@mesacounty.us <scott.forsgren@mesacounty.us>;

📎 1 attachments (25 KB)

Loco Gascard Rate Letter 090116.doc;

*OK
P.L.
10-24-18*

.....
Hello Susan

As we discussed in early October, we at Loco have completed our analysis of our new cost structure and what we need to do with the City/County account bulk deliveries and Gascard account.

We at Loco have always attempted to absorb and defray any regulatory induced operational expenses by becoming more efficient internally rather than raising prices. However, recently with the introduction of multiple new regulations simultaneously we have not been able to absorb all related expenses. We are going to have to pass some of them on to our customers.

Should you like to discuss any of the attached bulletpoints on the above document as well as EMV "chip card" compliance hardware, DOL Exemption laws, etc ; Tom Hoffman or I are more than willing to meet with you. Gascard Voyager processing platform expenses have also increased in the last 12 months.

The City/County cost adjustments we have determined need to happen are below:

- 1) Move the Gascard Maintenance fee from \$2.00 to \$15.00.**

- 1a) move the margin over cost on the gascard transactions at Loco stores from 6.61 cents over cost to 13.13 cents over cost.
- 2) Move the "large" bulk deliveries of 7500 or more gallons from 1.9 cents per gallon to 3.0 cents per gallon.
- 3) move the "small" bulk deliveries of 4000 or less gallons from 4.5 cents per gallon to 14.59 cents per gallon.

Again, we appreciate very much the business we have shared with the City, County and School District over the past decade. We hope that relationship can continue.
Thank you and have a good afternoon.

From: Tom Hoffman
Sent: Monday, October 31, 2016 5:14 PM
To: Pete Lipson <plipson@gjloco.com>
Subject: Gascard Increase Letter

OK
P. Lipson
10-24-16

September 1, 2016

Dear Valued Customer:

Loco Inc. appreciates the opportunity to work with your company on your fuel sourcing needs. It is our goal to partner with you to provide fuel sourcing solutions that create efficiencies and drive growth within your business.

Effective October 1, 2016, we are increasing support and maintenance fees on Gascard transactions. This adjustment is due to a number of issues facing our industry:

1. Additional costs of processing with the Gascard/Voyager network are being passed down to licensees such as Loco Inc. Such increases have been common with other debit/credit card processing networks.
2. In order to remain compliant with the new EMV technology (i.e. "chip" cards), Loco Inc. must invest significant funding to purchase new chip card readers, new software related thereto and replacement of card readers at the outside fueling pump dispensers.
3. There is an additional carrying cost incurred by Loco Inc. as a result of the timing of payments to our refinery suppliers versus collection of funds from Gascard clients.
4. In recent years, due to the general economic downturn, and in particular the soft energy sector in western Colorado, there have been a number of receivable write offs due to unsuccessful collection efforts. This has led to additional administrative expenses as well as the direct expense of writing off bad debt.

On behalf of Loco Inc., I thank you for your ongoing patronage. We appreciate the opportunity you have given Loco Inc. to assist with your fueling needs.

Sincerely,

Thomas A. Hoffman
VP Treasurer
Loco Inc.

OK
P2M
10-24-18



Wholesale and Commercial Gasoline and Diesel

2249 Broadway, Unit #10, Grand Junction, Colorado 81507
(970) 242-5857

October 30, 2017

Susan Hyatt
Purchasing Supervisor
City of Grand Junction
333 West Avenue, Bldg. C
Grand Junction, CO 81501

Dear Susan:

As you are aware, the Fuel Services contract (original RFP-4125-15-SH) by and between the City of Grand Junction, Mesa County and Mesa County Valley School District 51 (referred to as the "Gascard Account Holders") and Loco Inc. will be entering its Second of Three Annual Extensions commencing on January 1, 2018. This letter outlines a couple of billing issues which Loco Inc. will need to implement during this second annual extension.

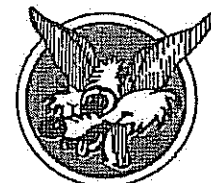
1. An additional 1 cent per gallon charge on all fuel purchased by the Gascard Account Holders at any Alta Convenience store (formerly known as Loco Inc. convenience stores).
2. An additional 2 cents per gallon charge on all fuel purchased by the Gascard Account Holders at any non-Alta Convenience store.

These amounts are in addition to the currently existing 13.13 cents per gallon over cost.

These adjustments are due to a number of issues facing our industry:

1. Additional costs of processing with the Gascard/Voyager network are being passed down to licensees such as Loco Inc. Such increases have been common with other debit/credit card processing networks.
2. In order to remain compliant with the new EMV technology (i.e. "chip" cards), Loco Inc. must invest significant funding to purchase new chip card readers, new software related thereto and replacement of card readers at the outside fueling pump dispensers.
3. There is an additional carrying cost incurred by Loco Inc. as a result of the timing of payments to our refinery suppliers versus collection of funds from Gascard clients.

OK
P/M
10-24-17




LOCO
FOOD
STORES

4. In recent years, due to the general economic downturn, and in particular the soft energy sector in western Colorado, there have been a number of receivable write offs due to unsuccessful collection efforts. This has led to additional administrative expenses as well as the direct expense of writing off bad debt.

On behalf of Loco Inc., I thank you for your ongoing patronage. Loco Inc. appreciates the opportunity to work with the Gascard Account Holders on your fuel sourcing needs. It is our goal to partner with you to provide fuel sourcing solutions that create efficiencies and cost containment within your business.

Sincerely,



Thomas A. Hoffman
VP Treasurer
Loco Inc.

OK
PLZ
10-24-13

Susan Hyatt

From: Pete Lipson <plipson@gjloco.com>
Sent: Thursday, October 18, 2018 3:07 PM
To: Susan Hyatt
Subject: RE: Station Locations

Hi Susan

The legacy Loco Inc stores (now operated by Alta convenience)are:

- 12th and Orchard Ave (Exxon)
- 107 Grand Avenue (Exxon)
- 722 Horizon Drive (Exxon)
- 2249 Broadway (Exxon)
- 555 Raptor Road, Fruita (Exxon gasoline, Diesel UNB)
- 51171 Highway 6 and 24, West Glenwood Springs. (Exxon)

Also, on the "Notice of Award" extension modification you sent over on Thursday the 11th:
The hand written items in the "Description" and date change(s) make sense to me. In the "Scope of Work" paragraph, all that needs to change is that the 13.13 cents needs to move up to 15.13 cents. Everything else can stay the same. So the paragraphs "c" and "d" that you originally added do not need to be inserted. Hopefully this all makes sense? If there is any confusion, please give me a ring or email. It is important to Tom and I that we are all on the same page with the City as to why we are going about it this way. Pretty sure we covered it all in our phone conversation, but again, please call if I have left any questions unanswered. Appreciate it.

Pete L
Loco Inc.

From: Susan Hyatt <susanh@gjcity.org>
Sent: Thursday, October 18, 2018 2:07 PM
To: Pete Lipson <plipson@gjloco.com>
Subject: Station Locations

Pete,
As a follow up to our conversation a couple days ago, I'm showing there are three (3) Loco stations in Grand Junction.

1. 107 Grand Avenue
2. 1904 North 12th Street
3. 2249 Broadway # 10

Is this correct, or are there others?

Thank you,
Susan

Susan Hyatt
City of Grand Junction
Purchasing Division
250 North 5th Street
Grand Junction, CO 81501

OK
PLH
10-24-18



NOTICE OF AWARD EXTENSION-4439-17-SH

December 8, 2017

Pete Lipson
Tom Hoffman
Loco, Inc.
2249 Broadway
Grand Junction, CO 81503

DESCRIPTION: SECOND of Three ANNUAL EXTENSION FOR
Fuel Services RFP-4125-15-SH

Dear Mr. Lipson and Hoffman,

This CONTRACT award is extended as of the 8th day of December, 2017, by and between the City of Grand Junction, Mesa County, and Mesa County Valley School District 51; hereinafter in the Contract Documents referred to as the "Owner" and Loco, Inc., hereinafter in the Contract Documents referred to as the "Contractor". This extension shall cover the time period of January 1, 2018 through December 31, 2018.

The Contract and the Owner, in consideration of the mutual covenants, promises, and agreements herein contained, agree to the first annual extension as follows:

Scope of Work: The original Scope of Work has been modified to include Retail Fuel Services only, the Gascard accounts for each entity listed above. The Contractor shall perform for the Owner the Work set forth in the Contract Documents referenced as Retail Fuel portion of RFP-4125-15-SH, Fuel Services. The Gascard Maintenance fee will be changed from \$2 to \$15. The margin over cost on Gascard transactions at Loco stores will remain at 13.13 cents over cost based on last year's extension; with the following understanding:

- a) An additional 1 cent per gallon charge will apply to all fuel purchased by the Gascard Account Holders at any Alta Convenience store (formerly known as Loco Inc.), and
- b) An additional 2 cent per gallon charge will apply to all fuel purchase by the Gascard Account Holders at an non-Alta Convenience store.

Contract Documents: The Owner's RFP document, Contractor's response, Contractors email dated November 5, 2016, Contractor's email dated November 3, 2017, and this Notice of Award Extension, all of which are incorporated herein by the reference as if fully set forth, constitute and shall be referred to as the "Contract Documents" or the "Contract".

The contract has been established using the Scope of Service in the formal solicitation as amended above.

SUPPLIER ACKNOWLEDGEMENT

In Witness whereof, the Contractor agrees to this Contract Extension by signature below.

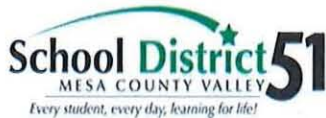
Loco, Inc.

By: _____

DECEMBER 8, 2017
Date

Title: _____

PRESIDENT



CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

CONTRACT

This CONTRACT made and entered into this **1st** day of **January, 2016** by and between the **City of Grand Junction**, a government entity in the County of Mesa, State of Colorado; **Mesa County**, Colorado; and **Mesa County Valley School District 51**, an institute of education in the County of Mesa, State of Colorado, all three hereinafter in the Contract Documents referred to as the "Owner" and **Loco, Inc.**, hereinafter in the Contract Documents referred to as the "Contractor."

The Contractor shall perform the work set forth and described by the Solicitation Documents and known as **Fuel Services RFP-4125-15-SH**.

The Contractor shall be paid in accordance with the fee schedule set forth in the Solicitation Documents incorporated by this reference. To receive payment, Contractor must submit invoices for work completed.

The Contractor shall be paid in two separate categories as follows:

Bulk Fuel Deliveries:

Bulk Deliveries	# of Gal	Freq'ncy	Annual Gallons	Bulk		Winter		Annual
				CPG	Ext Total	Blend CPG	Ext Total	Total above Rack
Orchard Mesa Cemetery - 263 16-1/4 Road, 81503	500 Diesel	3 x /year	1,500	.0449	67.35	.0599	89.85	74.85
Orchard Mesa Cemetery - 263 16-1/4 Road, 81503	500 Unleaded	3 x /year	1,500	.0449	67.35	.0599	89.85	74.85
Canyon View Park - 730 24 Road, 81505	500 Diesel	3 x /year	1,500	.0449	67.35	.0599	89.85	74.85
Canyon View Park - 730 24 Road, 81505	500 Unleaded	3 x /year	1,500	.0449	67.35	.0599	89.85	74.85
City Shops - 333 West Avenue, 81501	10000 Diesel	3 x /year	30,000	0.0199	\$597.00	0.0349	\$1,047.00	\$747.00
Lincoln Park - 14 th and Gunnison, 81501	700 Diesel	4 x /year	2,800	0.0449	\$125.72	0.0599	\$167.72	\$139.72
Lincoln Park - 14 th and Gunnison, 81501	1300 Unleaded	4 x /year	5,200	0.0449	\$233.48	0.0599	\$311.48	\$259.48
Tiara Rado - 2057 S. Broadway, 81507	500 Diesel	4 x /year	2,000	0.0449	\$89.80	0.0599	\$119.80	\$99.80
Tiara Rado - 2057 S. Broadway, 81507	500 Unleaded	4 x /year	2,000	0.0449	\$89.80	0.0599	\$119.80	\$99.80
Appleton Shop - 905 23 Road, 81505	1500 Diesel	8 x /year	12,000	0.0449	\$538.80	0.0599	\$718.80	\$598.80
Fairgrounds Site - 2785 Hwy 50, 81503	500 Diesel	20 x /year	10,000	0.0449	\$449.00	0.0599	\$599.00	\$499.00

Fruita Shop – 916 19-1/2 Road, 81521	1000 Diesel	8 x /year	8,000	0.0449	\$359.20	0.0599	\$479.20	\$399.20
Fruita Shop – 916 19-1/2 Road, 81521	500 Unleaded	8 x /year	4,000	0.0449	\$179.60	0.0599	\$239.60	\$199.60
Gateway Shop – 440 Hwy 141, 81522	1000 Diesel	6 x /year	6,000	0.0699	\$419.40	0.0849	\$509.40	\$449.40
Gateway Shop – 440 Hwy 141, 81522	500 Unleaded	6 x /year	3,000	0.0699	\$209.70	0.0849	\$254.70	\$224.70
Glade Park Shop – 16.43 DS Road, 81523	1500 Diesel	6 x /year	9,000	0.0649	\$584.10	0.0799	\$719.10	\$629.10
Landfill Site – 3071 Hwy 50, 81527	12,000 Diesel	6 x /year	72,000	0.0199	\$1,432.80	0.0349	\$2,512.80	\$1,792.80
Landfill Site – 3071 Hwy 50, 81527	4000 Diesel	6 x /year	24,000	0.0449	\$1,077.60	0.0599	\$1,437.60	\$1,197.60
Mesa Shop – Fremont Street, 81643	1000 Diesel	8 x /year	8,000	0.0649	\$519.20	0.0799	\$639.20	\$559.20
Mesa Shop – Fremont Street, 81643	500 Unleaded	8 x /year	4,000	0.0649	\$259.60	0.0799	\$319.60	\$279.60
Public Works Site – 971 Coffman Road, 81527	6000 Diesel	10 x /year	60,000	0.0199	\$1,194.00	0.0349	\$2,094.00	\$1,494.00
								\$9,968.20

Off-Site Retail Fuel:

Trade Name	Conoco, Suncor, Diamond Shamrock
Diesel CPG above rack at pump	0.0661
Unleaded CPG above rack at pump	0.0661
Discount from vendor branded stations	None
Acct setup fees	\$0.00
Annual/monthly maint/admin fees	\$2.00 per month/ \$24.00 per year
Monthly/annual gas card fees	\$0.00
Lost/damaged card repl fee	\$4.50 per card
Misc/hidden fees	None
Other discounts	0
List of local stations	13 total locations, 7 in GJ

The amount of the Contract Price is and has heretofore been appropriated by the Owner for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Contract Administrator for the Owner is:

Tim Barker – City of Grand Junction,
Scott Forsgren – Mesa County,
Karen Harris – Mesa County Valley School District

51.

Contract Administrator for the Contractor is **Pete Lipson.**

The term of this Contract shall be from **January 1, 2016** to **December 31, 2016**. Upon mutual agreement, this contract may be renewed up to three additional one year periods.

Contractor shall provide the insurance bonds and indemnities required in the Solicitation Documents.

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Solicitation Documents for the Project; **RFP-4125-15-SH Fuel Services**
- c. Contractors Response to the Solicitation

IN WITNESS WHEREOF, City of Grand Junction, Mesa County, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

DocuSigned by:
 By: Tim Moore 1/11/2016 | 15:25 MT
 Title: Infrastructure Manager Date

ATTEST:

DocuSigned by:
 By: Belinda White - Attest Signature Title: Administrative Specialist
 8FB1A65C7C3E493...

LOCO, INC.

DocuSigned by:
 By: Thomas A. Hoffman 1/6/2016 | 09:15 MT
 Title: VP Treasurer Date



**Request for Proposals
RFP-4125-15-SH**

FUEL SERVICES

RESPONSES DUE:

November 24, 2015 prior to 2:30 P.M. Local Time

Accepting Electronic Responses Only

Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Susan Hyatt, Senior Buyer

susanh@gjcity.org

970/244-1513

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

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Section

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Insurance Requirements**
- 4.0 Specifications/Scope of Services**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP shall be directed to:

RFP Questions:

Susan Hyatt/Senior Buyer

susanh@gjcity.org

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide Fuel Services to all three separate government entities.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Mesa County and Mesa County Valley School District 51 and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 Submission:** Please refer to section 5.0 for what is to be included. *Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/BidOpenings.aspx> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)
- 1.6 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.7 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.

- 1.8 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Owner. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.9 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.10 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary
- 1.11 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section titled “Confidential Material”. Disqualification of a proposal does not eliminate this right.
- 1.12 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

- 1.13 Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions
- 1.14 Open Records:** All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.15 Sales Tax:** City of Grand Junction, Mesa County and Mesa County Valley School District 51 are, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.16 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Cover Letter by the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.
- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by

change order/amendment. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, Contractor shall assume full responsibility and shall bear all costs attributable.

- 2.4. Responsibility For Those Performing The Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all other persons performing any of the work under a contract with the Contractor.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when Owner finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.
- 2.6. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.7. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- 2.8. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.9. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the

above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.

- 2.10. Acceptance Not Waiver:** The Owner's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders/amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.12. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.14. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.17. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.18. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.

- 2.19. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.20. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.21. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.21.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.21.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.21.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.22. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).
- 2.23. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.24. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.25. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

- 2.26. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.27. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.28. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.31. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.32. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.33. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.34. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.35. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.

- 2.36. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.37. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.38. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.39. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.40. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.41. Benefit Claims:** The Owner shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.42. Default:** The Owner reserves the right to terminate the contract immediately in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Contractor.
- 2.43. Multiple Offers:** Proposers must determine for themselves which product or service to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.44. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating

agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.45. Definitions:

- 2.45.1.** "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.45.2.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.45.3.** "Contractor" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.45.4.** "Sub-Contractor" is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

2.46. Public Disclosure Record: If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

2.47. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on Public Works Projects. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.47.1. "Public Works Project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

SECTION 3.0: INSURANCE REQUIREMENTS

Insurance Requirements: The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

4.1. General/Background: The City of Grand Junction entered into a two year agreement in 2011 with three separate firms to provide Fuel Services. The option for three annual extensions was exercised, with the final extension expiring December 31, 2015. The three firms and their respective areas of award are as follows:

- Bulk Fuel Delivery awarded to Jim Dible Oil Co., Inc. Grand Junction, CO
- Off-Site Retail Fuel awarded to Loco, Inc. Grand Junction, CO
- Retail CNG awarded to Monument Oil Co. Grand Junction, CO

4.2. Special Conditions/Provisions: This solicitation is a cooperative effort involving the City of Grand Junction, Colorado; Mesa County, Colorado; and Mesa County Valley School District 51. Each separate entity shall be billed separately and pay their own separate invoices for their respective areas.

4.3. Specifications/Scope of Services: It is the intent of this Scope of Services to describe the requirements for all fuel services. Proposal pricing shall be submitted on the form found in Section 7. Fuel purchase contracts for bulk fuel, retail fuel and retail CNG may be split into two (2) or three (3) separate and independent contracts if it is deemed to be in the best interest of the Owner to do so. Details and specific requirements of bulk fuel purchase and delivery, off-site retail fuel purchases and CNG retail services follow:

4.3.1 Bulk Diesel Fuel and Unleaded Gasoline:

The City of Grand Junction and Mesa County estimate they will purchase approximately 246,800 gallons of bulk diesel and 21,200 gallons of unleaded gasoline on an annual basis to be delivered to multiple locations throughout the city. Bulk fuel purchases are to be **tax exempt**. Diesel fuel is to be brand name, refinery run and meet all E.P.A. regulations and requirements for low and ultra-low sulfur fuel. A winter blend diesel fuel will be required

from November 1st through March 31st each year. Unleaded gasoline is to be brand name refinery run (85 octane). Bulk fuel deliveries are to be made within twenty-four (24) hours of fuel order delivery requests. Delivery drivers must record beginning tank gauge reading prior to off-loading fuel and again record tank gauge readings after off-loading has been completed. The total cost per gallon above rack is to also include any and all delivery and environmental fees. The following table lists delivery locations, fuel cell capacities and **estimated** delivery intervals for each location.

City of Grand Junction Bulk Deliveries	# of Gal	Frequency	Annual Gallons
Orchard Mesa Cemetery 263 16-1/4 Road, 81503	500 Dsl + 500 Unld	3 times a year	3000
Canyon View Park 730 24 Road, 81505	500 Dsl + 500 Unld	3 times a year	3000
City Shops 333 West Avenue, 81501	10,000 Dsl	3 times a year	30,000
Lincoln Park 14 th and Gunnison, 81501	700 Dsl + 1300 Unld	4 times a year	8,000
Tiara Rado 2057 S. Broadway, 81507	500 Dsl + 500 Unld	4 times a year	4,000

Mesa County Bulk Deliveries	# of Gal	Frequency	Annual Gallons
Appleton Shop 905 23 Road, 81505	1500 Diesel	8 times a year	12,000
Fairgrounds Site 2785 Hwy 50, 81503	500 Diesel	20 times a year	10,000
Fruita Shop 916 19-1/2 Road, 81521	1000 Dsl + 500 Unld	8 times a year	12,000
Gateway Shop 440 Hwy 141, 81522	1000 Dsl + 500 Unld	6 times a year	9,000
Glade Park Shop 16.43 DS Road, 81523	1500 Diesel	6 times a year	9,000
Landfill Site 3071 Hwy 50, 81527	12,000 Diesel 4,000 Diesel	6 times a year	96,000
Mesa Shop Fremont Street, 81643	1000 Dsl + 500 Unld	8 times a year	12,000
Public Works Site 971 Coffman Road, 81527	6000 Diesel	10 times a year	60,000

Mesa County Valley School District 51 does not require Bulk Deliveries

TOTAL Bulk Deliveries	UNLEADED	DIESEL	Annual Gallons
FOR ALL ENTITIES	21,200 gal deliv'd to 7 separate sites	246,800 gal deliv'd to 13 separate sites	268,000

4.3.2 Off-site Retail Fuel Purchases:

Annual fuel estimations are as follows:

- The City of Grand Junction will purchase at local fuel stations approximately 160,000 gallons of diesel fuel and 210,500 gallons of unleaded gasoline annually through a universal retail fleet fueling card system.
- Mesa County will purchase approximately 155,000 gallons of unleaded fuel through a universally accepted retail fleet gas card system.
- Mesa County Valley School District 51 will purchase at local fuel stations approximately 30,000 gallons of diesel fuel and 80,900 gallons of unleaded gasoline.

The number of fuel cards required will vary, but following are estimations to use for this program:

- The City of Grand Junction will require approximately 525 fuel cards assigned by unit numbers to specific vehicles.
- Mesa County will require approximately 950 fuel cards.
- Mesa County Valley School District 51 will require approximately 393 fuel cards.

Retail purchases are to be tax exempt and available 24-hours a day seven (7) days a week.

The universal fleet card system must be able to provide comprehensive driver, vehicle and exception reports available on line for review at any time and interface with City's and Mesa County's fleet management software system (CCG Faster). An electronic download of daily fuel transactions (tax exempt) will be required on a weekly basis. Weekly transaction reports and downloads must include the following minimum information: 1) vehicle unit number; 2) employee P.I.N. number; 3) odometer/hour meter readings; 4) location; 5) fuel type and quantity; 6) total cost of fuel transaction. Exception reporting is to include miles per gallon variances, product variances, excess fuel purchases and pattern discrepancies.

Fuel vendor system must provide internet accessibility to City of Grand Junction, Mesa County and Mesa County Valley School District 51 for review of account information and activity. Fuel card system is to also have the capability to set limits on fuel transactions (quantity and type of fuels) and limit cards to fuel purchases only. Any and all costs associated with the setup of an interface between a vendor and CCG Faster for weekly fuel transaction downloads will be at the vendor's expense. CCG Faster can be contacted at 1-800-753-2783 or at www.ccgsystems.com.

Unleaded gasoline product must be brand name refinery run and meet all E.P.A. requirements. With few exceptions, unleaded gasoline purchases will be limited to low grade (85 octane). Diesel fuel is to be brand name refinery run and meet E.P.A. low and ultra-low sulfur requirements. All fuel price quotes (per gallon) are to include any and all fees including environmental surcharges. A list of all local vendor branded stations with addresses must be included where per gallon discounts apply. The City will only use local fueling sites listed by the awarded vendor.

4.3.3 Retail CNG – City of Grand Junction ONLY:

Background: The City of Grand Junction has constructed a Compressed Natural Gas (CNG) fueling station located at City Shops, 333 West Avenue, Grand Junction, CO 81501. The CNG fueling station contains all necessary fueling equipment for the delivery of CNG.

The site generally consists of a gas meter, dryer, and four compressors. All fencing/barricades, telephone system, associated electrical and gas plumbing, alarm system and associated appurtenances will be provided by the City.

The fueling equipment is designed for continuous operation and meets vehicle fueling needs upon user demand around the clock. The operation of the fueling system is automatic (start-up and stop automatically) with provisions for manual operation or intervention.

The City of Grand Junction shall bear the responsibility of servicing and maintaining all equipment and systems except for those noted below under "Retail Contractor Responsibilities".

Retail Contractor Responsibilities: The selected Retail Contractor shall be responsible for managing the retail side of the fueling station. The contractor shall be responsible for the card reader and card reader network. The card reader is a FuelMaster 2500 Plus manufactured by Syn-Tech Systems, Inc. The City shall maintain the phone line and dial tone. All customer service operations to the public shall be provided by the Retail Contractor. The Retail Contractor shall be responsible for selling and marketing the CNG fuel to consumers. The Retail Contractor shall purchase the natural gas from the City and provide a dollar incentive, with all profits over and above the City's incentive going to the contractor.

PLEASE NOTE: This retail site will be open to the public only until another retail site is provided by private industry. The City of Grand Junction will not compete with a private entity for CNG sales, but is committed to providing the service to those customers who need it in the meantime.

4.4. RFP Tentative Time Schedule:

- | | |
|--|--------------------------------|
| • Request for Proposal available | on or about November 6, 2015 |
| • Inquiry deadline, no questions after this date | November 13, 2015 at noon |
| • Submittal deadline for proposals | November 24, 2015 |
| • Owner evaluation of proposals | November 25 – December 4, 2015 |
| • City Council/BoCC/School Board Approvals | mid-December 2015 |
| • Contract begins | January 1, 2016 |

4.5. Questions Regarding Scope of Services:

Susan Hyatt/Senior Buyer
susanh@gjcity.org

4.6. Contract: The initial contract period shall be twelve (12) months beginning January 1, 2016 and expiring December 31, 2016. The awarded contractor and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the supplier and the Owner, be extended under the terms and conditions of the contract for up to three (3), one (1) year contract periods, contingent upon appropriation by the City Council/Board of County Commissioners/Governing School Board and satisfaction of all parties.

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to F**.

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction/Mesa County and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- D. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E. Fee Proposal:** Provide a complete list of costs using Solicitation Response Form found in Section 7.
- F. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience
- Necessary resources
- Strategy & Implementation Plan
- Required skills and Demonstrated Capability
- Number of retail fueling stations
- Location of retail fueling stations
- Type of fuel available at each location
- References
- Fees

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-4125-15-SH "Fuel Services"

Offeror must submit entire Form completed, dated and signed.

Item 1. Bulk Fuel:

Location	Capacities	Intervals	Cost/Gallon Above Rack	Winter Blend
Orchard Mesa Cemetery - 263 16-1/4 Road, 81503	500 Diesel	3 x /year		
Orchard Mesa Cemetery - 263 16-1/4 Road, 81503	500 Unleaded	3 x /year		
Canyon View Park - 730 24 Road, 81505	500 Diesel	3 x /year		
Canyon View Park - 730 24 Road, 81505	500 Unleaded	3 x /year		
City Shops - 333 West Avenue, 81501	10000 Diesel	3 x /year		
Lincoln Park - 14 th and Gunnison, 81501	700 Diesel	4 x /year		
Lincoln Park - 14 th and Gunnison, 81501	1300 Unleaded	4 x /year		
Tiara Rado - 2057 S. Broadway, 81507	500 Diesel	4 x /year		
Tiara Rado - 2057 S. Broadway, 81507	500 Unleaded	4 x /year		
Appleton Shop – 905 23 Road, 81505	1500 Diesel	8 x /year		
Fairgrounds Site – 2785 Hwy 50, 81503	500 Diesel	20 x /year		
Fruita Shop – 916 19-1/2 Road, 81521	1000 Diesel	8 x /year		
Fruita Shop – 916 19-1/2 Road, 81521	500 Unleaded	8 x /year		
Gateway Shop – 440 Hwy 141, 81522	1000 Diesel	6 x /year		
Gateway Shop – 440 Hwy 141, 81522	500 Unleaded	6 x /year		
Glade Park Shop – 16.43 DS Road, 81523	1500 Diesel	6 x /year		
Landfill Site – 3071 Hwy 50, 81527	12,000 Diesel	6 x /year		
Landfill Site – 3071 Hwy 50, 81527	4000 Diesel	6 x /year		
Mesa Shop – Fremont Street, 81643	1000 Diesel	8 x /year		
Mesa Shop – Fremont Street, 81643	500 Unleaded	8 x /year		
Public Works Site – 971 Coffman Road, 81527	6000 Diesel	10 x /year		

Item 2. Off-Site Retail Fuel Purchases:

Fuel product Trade Name: _____

Unleaded and Diesel fuel cost per gallon above rack price at pump \$ _____

Per gallon discount for fuel purchased from vendor branded stations \$ _____

- List all local vendor branded stations, with addresses, where per gallon discounts will apply. Include what types of fuel are available at each location.

Station	Location	Type/s of fuel available

Administrative and other account fees:

Account setup fees \$ _____
 Annual or monthly maintenance and/or administrative fees \$ _____
 Monthly/annual gas card fees \$ _____
 Lost or damaged card replacement fees \$ _____
 State any other miscellaneous or hidden fees with definition and any associated costs _____

Define any additional fuel discount offers (such as month end statement or volume discounts) and if they would be valid for duration of contract period or could be cancelled without notice.

Monthly statement discount of _____% would be valid for duration of contract period. []Yes []No
 Monthly fuel volume discount _____% or cost per gallon discount \$ _____ for duration of contract period. []Yes []No

Provide a list of local stations within vendor’s network that accept vendor’s universal fleet fuel card. For each local station listed, provide the location and type of fuel offered:

Station	Location	Type/s of fuel available

Item 3. Retail CNG:

Price incentive per gallon to the City over wholesale price from pipeline \$ _____

The Owner reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror’s proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Direct purchases by Mesa County are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-04241. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Direct purchases by Mesa County Valley School District 51 are tax exempt for Fuel Tax. Fuel Tax exempt No. 846002839. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. Payment Terms _____.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date



ADDENDUM NO. 1

DATE: November 16, 2015
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: RFP-4125-15-SH Fuel Services

Firms responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

1. **Question:** "Must we bid on all items to be considered for award?" – **No. Section 4.3 states contracts...may be split into two (2) or three (3) separate and independent contracts.**
2. **Question:** "Regarding Item, 2.47- is the Keep Jobs in Colorado Act a requirement for this fuel bid?" – **No. This is not a Public Works Project as defined in Section 2.47.1.**
3. **Question:** "When is the award date?" – **Please see Section 4.4.**
4. **Question:** "When is the first board meeting after the opening?" – **It depends on the entity, please see Section 4.4.**
5. **Question:** "Will decision be made before or at the board meeting?" – **After evaluation of responses a recommendation will be made to the respective councils/boards, but they have the final authority regarding who actually gets the contract.**
6. **Question:** "Have any addendums been released for this bid?" – **This Addendum is the one and only issued.**
7. **Question:** "Could you list the taxes and fees that are to be included in our bid price?" – **Please see Section 4.3.1, specifically the item underlined and in bold that states bulk fuel is to be tax exempt. It is the responsibility of the offering vendor to supply any additional fees on the Response Form found in Section 7.**
8. **Question:** "What is the average load size for gas and diesel?" – **Please see Section 4.3.1.**

9. **Question:** “Is a pump required at any location?” – **No.** If so, which locations will require a pump? – **None.**
10. **Question:** “What are the delivery hours?” – **Normal business hours.**
11. **Question:** “Can or will deliveries be split between locations?” – **Please see Section 4.3.1.**
12. **Question:** “How many consecutive years has the current vendor been awarded?” – **Please see Section 4.1.**
13. **Question:** “Will a firm fixed price be considered? If not, why?” – **All responses will be considered. Submit pricing on the Response Form found in Section 7.**
14. **Question:** “If we were to insert any conditions into our alternative firm fixed bid, would they be taken into consideration or rejected? Sample attached, please indicate which clauses would be acceptable and which clauses would be cause for rejection?” – **As noted in the RFP document, all fuel purchases are ESTIMATES only. For your terms to state we “must include a firm commitment to a specific amount of gallons for each product” is a direct contradiction and would therefore not be considered. Only terms and conditions submitted at the time of the RFP opening will be considered. Anything submitted prior to that time will not be addressed.**
15. **Question:** “Can we please have a list of bidders invited to submit a proposal?” – **No. Since this solicitation is posted on our city’s website and on the Rocky Mountain Bid System, we have no way of knowing who or how many have downloaded the document.**
16. **Question:** “An open records request was faxed to your Purchasing department, when will we be receiving the information”? – **Open records requests must be submitted to the City Records Manager, not Purchasing.**
17. **Question:** “Are we using OPIS branded Rack average for the benchmark pricing”? – **In an effort to make the pricing comparison as fair as possible, it is requested that all responding vendors use OPIS Rack pricing on Tuesday, November 17, 2015 at 1:00 P.M. Eastern Time, 12:00 P.M. Central Time, 11:00 A.M. Mountain Time and 10:00 A.M. Pacific Time.**
18. **Question:** “Do I let you know what our fuel payment terms are? Or do you have established terms”? – **Please state your payment terms on page 21 of the RFP document. Every attempt will be made to abide by them, but generally payment terms are Net 30.**
19. **Question:** “Is the optional use of a purchasing card for payments of invoices required for this contract? By doing so, the vendor must assume that all payments will be made that way and effectively raise the cost of products 2.5%. May a vendor restrict usage of P cards for payments or incorporate a convenience fee associated with p card payments and still be considered for award? – **This clause is found in Section 2.44 Cooperative Purchasing, and needs to be taken in context with the remainder of the sentence, which states “as authorized or agreed upon between the provider and the**

individual entity.” Once the final contract is in place, all these issues will have been negotiated by each individual entity prior to award. It is very much an option for you to state you will not accept credit card payment of invoices.

20. **Question:** “There are multiple references to “brand” name products for fuel in this RFP. Specifically, does the RFP request or require or desire a specific brand of winterized diesel? Additionally, there is unbranded product available from the Grand Junction fuel supply terminal. Is unbranded product acceptable?” – Section 4.3.1 is very clear that brand name fuel is required, whether it is winter blend or otherwise. Please submit pricing for brand name fuel only.
21. **Question:** “Is the Landfill facility capable of accepting transport size deliveries in both diesel tanks?” – Currently deliveries are made with tandem axle straight frame trucks with mounted tank systems. There is sufficient space at this site for transport deliveries if desired.
22. **Question:** “Is the Public Works site currently delivery with a full size transport delivery vehicle?” – Currently deliveries are made with tandem axle straight frame trucks with mounted tank systems. There is sufficient space at this site for transport deliveries if desired.
23. **Question:** “Of the Transport size delivery locations (6,000-10,000 gallon tanks), are they above ground or below ground?” – All Mesa County tanks are above ground systems.
24. **Question:** “Which universal card platform/network are the participants on this contract currently using?” – The current GasCard platform is through Voyager. There are several other fuel card options available, any of which are acceptable; the only stipulation is that the weekly fuel usage reports can be imported into the CCG Faster Fleet Management System, or that Faster can write a program to do so at the Proposer’s expense.
25. **Question:** “An electronic download of daily fuel transactions (tax exempt) will be required on a weekly basis. Weekly transaction reports and downloads must include the following minimum information: 1) vehicle unit number; 2) employee P.I.N. number; 3) odometer/hour meter readings; 4) location; 5) fuel type and quantity; 6) total cost of fuel transaction. Exception reporting is to include miles per gallon variances, product variances, excess fuel purchases and pattern discrepancies.” It appears from this statement that weekly transaction files are required for delivery? – This section, 4.3.2, is for Off-Site Retail Fuel Purchases. Bulk delivery information is found in Section 4.3.1.
26. **Question:** “It is also assumed that invoicing occurs weekly.” – Mesa County and Mesa County Valley School District 51 pay Net 30. The City of Grand Junction can pay sooner, but prefers Net 30 also.
27. **Question:** “Will the City of Grand Junction accept weekly or biweekly invoicing whereby invoice is received via email and data is provided via interface with secured login?” – This is acceptable to the City of Grand Junction provided the data can be downloaded to the CCG Faster Fleet Management System.

28. **Question:** “The system proposed will be completely electronic for data and invoicing. Is this acceptable?” – This is acceptable provided the data can be downloaded to the CCG Faster Fleet Management System.
29. **Question:** “Will the City of Grand Junction accept or consider additional services other than those that are requested in the RFP? Those may include Inventory Management, Environmental Compliance Monitoring, Diesel Exhaust Fluid supply and fuel site Repair and Maintenance programs?” – The contract for the project will be awarded only for the services requested in the RFP document. If any other services are required they will not fall under the umbrella of this award, they will be contracted separately.
30. **Question: Cost/Gallon Above Rack, Winter Blend** “Please clarify the pricing structure as noted above for bulk fuel as it relates to the definition of rack? Is this to indicate that this is a cost plus agreement and pricing will be scored only on the delivered price markup to whichever brand or unbranded product is delivered?” – Yes, this pricing will reflect any “adders” above the rack pricing for branded product. As stated in Question 17 above, it is requested that all responding vendors use only OPIS Rack pricing on Tuesday, November 17, 2015 at 1:00 P.M. Eastern Time, 12:00 P.M. Central Time, 11:00 A.M. Mountain Time and 10:00 A.M. Pacific Time. Include full price on the Response Form, which states the rack price plus your increase.
31. **Question:** “Section 1.12 *Minimal Standards for Responsible Prospective Offerors*, must the proposal specifically address each of the items noted as requirements in this section?” – You will not need to specifically address each item, however it is expected the information will be covered in your response as you address the items in Section 5.
32. **Question:** “Section 2.22 *Immigration Reform and Control Act of 1986 and Immigration Compliance*, does compliance with this need to be specifically addressed in the proposal? – Not individually. Your signature on page 21 of the document signifies you agree to provide services and products in accordance with the terms and conditions contained in the Request for Proposals document.
33. **Question:** “Section 2.47 *Keep Jobs in Colorado Act*, does compliance with this need to be specifically addressed in the proposal?” – No. This is not a Public Works Project as defined in Section 2.47.1.
34. **Question:** “Section 3.0 *Insurance Requirements*, does evidence of proof of adequate insurance coverage need to be provided with the proposal?” – No. It will be required at the time a contract is negotiated and award is made.
35. **Question:** “Section 5.0 *Preparation and Submittal of Proposals*, it is understood the proposal must be submitted in electronic format only through the Rocky Mountain E-Purchasing website. However, in what fashion or format are each of the individual items (i.e. Cover Sheet, Qualifications/Credentials, etc.) actually submitted through the website? – The items should be scanned together as a single PDF document, then uploaded to the Rocky Mountain Bid System website.

- 36. Question:** "What are the plans for each of the entity Owners (City [including GVT], County and School District) to convert their fleet(s) to propane vehicles in the future? – Propane is not part of this RFP document and cannot be addressed at this time.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject RFP remain the same.

Respectfully,

Susan Hyatt
Senior Buyer
City of Grand Junction, Colorado



Wholesale and Commercial Gasoline and Diesel

2249 Broadway, Unit #10, Grand Junction, Colorado 81507
(970) 242-5857

November 16, 2015

City of Grand Junction
Mesa County
Mesa County Valley School District 51
Attn: Susan Hyatt, Senior Buyer
RFP-4125-15-SH – “Fuel Services”

Dear Ms. Hyatt:

This letter is intended to formally state Loco Inc.’s (the “Firm”) interest in the above referenced Request For Proposal with regard to the Fuel Services requested by the City of Grand Junction, Mesa County and Mesa County Valley School District 51 (collectively referred to as the “Owners”).

Loco Inc.’s principal contact person with the Owner’s Contract Administrator will be:

Thomas A. Hoffman
VP Treasurer
2249 Broadway, Suite 10
Grand Junction, CO 81507
Phone – 970-242-5857 ext. 404
Email – thoffman@gjloco.com

Additionally, the following Loco Inc. staff will serve as day-to-day coordinator with the Owner’s staff for issues dealing with the Off Site Retail Fuel Purchases (i.e. fuel cards):

D’Ann Hopkins
Gascard Coordinator
2249 Broadway, Suite 10
Grand Junction, CO 81507
Phone – 970-242-5857 ext. 403
Email – dhopkins@gjloco.com

Furthermore, the following Loco Inc. staff has authorization to make presentations to the Owners on behalf of the Firm:

Pete L. Lipson
President



LOCO
FOOD
STORES

LOCO INC.

Wholesale and Commercial Gasoline and Diesel

2249 Broadway, Unit #10, Grand Junction, Colorado 81507
(970) 242-5857

2249 Broadway, Suite 10
Grand Junction, CO 81507
Phone – 970-242-5857 ext. 402
Email – plipson@gjloco.com

Please note that the Loco Inc. staff bearing the signature below has the proper authority to make formal commitments on behalf of the Firm.

Thank you for this opportunity and we look forward to continuing our fuel service provider relationship with the Owners.



Thomas A. Hoffman
VP Treasurer
Loco Inc.





Wholesale and Commercial Gasoline and Diesel

2249 Broadway, Unit #10, Grand Junction, Colorado 81507
(970) 242-5857

RFP-4125-15-SH

Loco Inc.

Qualifications/Experience/Credentials

Loco Inc. is uniquely qualified to provide both Bulk Diesel Fuel and Unleaded Gasoline and Off Site Retail Fuel Purchases (i.e. fuel cards) to each of the entities that comprise the Owner of this Request For Proposal. The firm is based in Grand Junction, is very familiar with the service area, and has been providing fuel services to a large number of companies (and the Owners) since the 1970's.

Loco Inc. has several fuel transport trucks and trailers for accommodating larger fuel deliveries such as the City Shops for the City of Grand Junction and the Landfill Site and Public Works Site for Mesa County. The firm also has a tank wagon (aka bobtail) for handling smaller deliveries to all of the other locations noted in the RFP.

Loco Inc. has extensively experience and knowledge with regard to servicing Off Site Retail Fuel Purchases. The firm is the current providing of this fuel service for each of the Owner's entities. In fact, Loco Inc. has been providing this fuel service to each of the Owners for a number of years through its use of the Gascard fleet fuel card. Through this card and our accounting staff, we have been able to provide the Owners with vast amounts of information on their fuel usage including comprehensive driver, vehicle and exceptions reports as requested in the RFP. All of these fuel purchases are able to be handled on a fuel tax exempt status. Weekly reports have been provided for years by our accounting staff to the Owners including all of the information noted in the RFP (i.e. vehicle unit numbers, employee PIN number, odometer meter readings, locations, fuel type purchased and quantities, total cost of fuel transactions). The Gascard fleet fuel card has the capability to set limits on fuel transactions (quantity and type of fuels) and limit cards to fuel purchases only.

Loco Inc. staff have been extremely responsive over the years with regard to issues on the fuel cards as they arise – often requiring our immediate attention. This same level of high performance will continue – and with the same Loco Inc. staff servicing the Owner's accounts that have been for years.

With regard to Section 1.12 "Minimal Standards for Responsible Prospective Offerors" of the RFP:

- Loco Inc.'s financial position is such that it is well capitalized with adequate financial resources to perform the tasks of the proposal



LOCO INC.

Wholesale and Commercial Gasoline and Diesel

2249 Broadway, Unit #10, Grand Junction, Colorado 81507
(970) 242-5857

- Loco Inc. will be able to comply with the proposed schedule – in fact, it currently is complying with various reporting requests of the Owners under the current Off Site Retail Fuel Contract
- Loco Inc. has had a number of years of satisfactory performance with the Owners under several Off Site Retail Fuel Contracts
- Loco Inc. has a had a solid record of integrity and ethics since establishment in the 1970's
- Loco Inc. is qualified and eligible to receive an award and enter into a contract with the Owners

CITY OF GRAND JUNCTION, MESA COUNTY, AND MESA COUNTY VALLEY
SCHOOL DISTRICT 51

STRATEGY AND IMPLEMENTATION PLAN

SCOPE OF WORK

LOCO Inc. will provide the City of Grand Junction, Mesa County, and Mesa County Valley School District 51 (collectively referred to as the "Owners") with a fleet card fueling system that will be accessible twenty four (24) hours a day, seven (7) days a week. Fuel cards are limited to fuel purchases only. All fuel purchases will be tax exempt of Federal and Colorado Road Taxes. Loco Inc. will provide the Owners with both unleaded gasoline and diesel fuel at a price of \$.0661 per gallon above rack price. In addition, the following Federal and Colorado surcharges will be included in the price of fuel purchased at retail sites with the GasCard system. Colorado Environmental Response Surcharge of \$.0125, Federal Environmental Fee of \$.0019 and LUST Tax of \$.001. Total = \$.0154 cents per gallon.

The price of \$.0661 cents per gallon above rack price does include these environmental tax and surcharges of \$.0154 cents per gallon. If these taxes and surcharges change in the future, the proposed \$.0661 cents per gallon will change accordingly.

LOCO Inc. will e-mail Connie Phelps, Scott Forsgren, Tim Baker, and Karen Harris with weekly transaction reports listing account activity specific to each vehicle fueled during that period. Report documentation shall include the following information: 1) unit number, 2) employee I.D. (PIN Number), 3) unit odometer readings, 4) quantity and type of fuel purchased, 5) total cost of transaction and 6) average miles per gallon.

LOCO fueling with sites within Gascard network are as follows:

1. LOCO #12, 1st and Grand Ave, gasoline and diesel.
2. Super C, 2685 Unaweepe, gasoline only.
3. LOCO #18, 51171 Hwy 6&24, Glenwood Springs, Colorado, gasoline and diesel.
4. Valley Ranch Supply, Collbran, Colorado, gasoline and diesel.
5. LOCO #17 555 Raptor Road, Fruita, Colorado, gasoline and diesel.
6. Loco #11, 1904 North 12th St, gasoline and diesel.
7. Loco #15, 722 Horizon Dr., gasoline and diesel.
8. Loco #16, 2249 Broadway, gasoline and diesel.
9. Orchard Mesa Market, 176 29 Road, gasoline only.
10. Atlas Auto, 1917 North 1st St., gasoline only.
11. Gateway Services, Dinosaur, Colorado, gasoline and diesel.
12. Rangely Conoco, Rangely, Colorado, gasoline and diesel.
13. Collbran Creamery, Collbran, Colorado, gasoline and diesel.

Please note that Gascards can be accepted at all Voyager network locations. This includes any and all retail convenience stores and cardlock (un-manned) fueling locations on the Voyager network.

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-4125-15-SH "Fuel Services"

Offeror must submit entire Form completed, dated and signed.

Item 1. Bulk Fuel:

Location	Capacities	Intervals	Cost/Gallon Above Rack	Winter Blend
Orchard Mesa Cemetery - 263 16-1/4 Road, 81503	500 Diesel	3 x /year	.0449	.0599
Orchard Mesa Cemetery - 263 16-1/4 Road, 81503	500 Unleaded	3 x /year	.0449	.0599
Canyon View Park - 730 24 Road, 81505	500 Diesel	3 x /year	.0449	.0599
Canyon View Park - 730 24 Road, 81505	500 Unleaded	3 x /year	.0449	.0599
City Shops - 333 West Avenue, 81501	10000 Diesel	3 x /year	.0199	.0349
Lincoln Park - 14 th and Gunnison, 81501	700 Diesel	4 x /year	.0449	.0599
Lincoln Park - 14 th and Gunnison, 81501	1300 Unleaded	4 x /year	.0449	.0599
Tiara Rado - 2057 S. Broadway, 81507	500 Diesel	4 x /year	.0449	.0599
Tiara Rado - 2057 S. Broadway, 81507	500 Unleaded	4 x /year	.0449	.0599
Appleton Shop - 905 23 Road, 81505	1500 Diesel	8 x /year	.0449	.0599
Fairgrounds Site - 2785 Hwy 50, 81503	500 Diesel	20 x /year	.0449	.0599
Fruita Shop - 916 19-1/2 Road, 81521	1000 Diesel	8 x /year	.0449	.0599
Fruita Shop - 916 19-1/2 Road, 81521	500 Unleaded	8 x /year	.0449	.0599
Gateway Shop - 440 Hwy 141, 81522	1000 Diesel	6 x /year	.0699	.0849
Gateway Shop - 440 Hwy 141, 81522	500 Unleaded	6 x /year	.0699	.0849
Glade Park Shop - 16.43 DS Road, 81523	1500 Diesel	6 x /year	.0649	.0799
Landfill Site - 3071 Hwy 50, 81527	12,000 Diesel	6 x /year	.0199	.0349
Landfill Site - 3071 Hwy 50, 81527	4000 Diesel	6 x /year	.0449	.0599
Mesa Shop - Fremont Street, 81643	1000 Diesel	8 x /year	.0649	.0799
Mesa Shop - Fremont Street, 81643	500 Unleaded	8 x /year	.0649	.0799
Public Works Site - 971 Coffman Road, 81527	6000 Diesel	10 x /year	.0199	.0349

Item 2. Off-Site Retail Fuel Purchases:

Fuel product Trade Name: Conoco, Suncor, Diamond Shamrock

Unleaded and Diesel fuel cost per gallon above rack price at pump \$.0661

Per gallon discount for fuel purchased from vendor branded stations \$ No change from above

- List all local vendor branded stations, with addresses, where per gallon discounts will apply. Include what types of fuel are available at each location.

Station	Location	Type/s of fuel available
***see disclosure in Attachment A-1		
see station listings in Attachment A-3		

Administrative and other account fees:

Account setup fees \$ -0-

Annual or monthly maintenance and/or administrative fees \$ 2.00 per month

Monthly/annual gas card fees \$ -0-

Lost or damaged card replacement fees \$ 4.50 per card

State any other miscellaneous or hidden fees with definition and any associated costs none

Define any additional fuel discount offers (such as month end statement or volume discounts) and if they would be valid for duration of contract period or could be cancelled without notice.

Monthly statement discount of -0- % would be valid for duration of contract period. Yes No

Monthly fuel volume discount -0- % or cost per gallon discount \$ -0- for duration of contract period. Yes No

Provide a list of local stations within vendor's network that accept vendor's universal fleet fuel card. For each local station listed, provide the location and type of fuel offered:

Station	Location	Type/s of fuel available
***see disclosure in Attachment A-1		
see station listings in Attachment A-3		

Item 3. Retail CNG:

Price incentive per gallon to the City over wholesale price from pipeline \$ N/A

The Owner reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Direct purchases by Mesa County are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-04241. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Direct purchases by Mesa County Valley School District 51 are tax exempt for Fuel Tax. Fuel Tax exempt No. 846002839. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of -0- percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice. Payment Terms net 30.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 1.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Loco Inc.

Company Name – (Typed or Printed)

Thomas A. Hoffman
Authorized Agent Signature

2249 Broadway, Suite 10

Address of Offeror

Grand Junction, CO 81507

City, State, and Zip Code

Thomas A. Hoffman, VP Treasurer

Authorized Agent – (Typed or Printed)

970-242-5857 ext. 404

Phone Number

thoffman@gjloco.com

E-mail Address of Agent

November 23, 2015

Date

Attachment "A-1"

RFP-4125-15-SH

City Shops location: West Avenue location requires minimum of 7500 gallons ordered by shop manager to be billed bid amount. There is a \$20 pump off fee for City Shop location, NO FEE for other locations.

Landfill Site: Large tank location requires a minimum of 7500 gallons ordered by shop manager to be billed bid amount. There is a \$20 pump off fee for Landfill Site, NO FEE for other locations.

Loco Inc. is not aware of any local stations that do not accept Voyager/Gascard.

Per past relationships: terms for payment are Net 30 days after date of FUEL DELIVERY to bulk locations. Example-fuel delivered to city bulk location March 1st ; payment is due in full no later than March 31st.

Attachment "A-2"

RFT-4125-15-SH

**LOCO INC.
CREDIT INFORMATION**

CORPORATE OFFICES:

2249 Broadway #10
Grand Junction, CO 81503
Phone: (970) 242-5857
Fax: (970) 245-7570
E-mail: thoffman@gjloco.com

BANK REFERENCE:

Wells Fargo Bank of Grand Junction
2808 North Avenue
Grand Junction, CO 81501
Phone: (970)248-4841
Fax: (970) 243-2028
Contact: William Rockwood

TRADE REFERENCES:

Pepsi Bottling Company
140 Power Road
Grand Junction, CO 81503
(800) 789-2626
Contact: Credit Department

High Horsepower Diesel & Machine
2225 River Road
Grand Junction, CO 81505
(970) 245-3910
Contact: Chris Kubick

Meadow Gold Dairies
P.O. Box 40448
Grand Junction, CO 81504
(800) 313-6455
Fax Request to: (970) 243-7721
Contact: Patti Binkley

McLane Western, Inc.
2100 East Highway 119
Longmont, CO 80502
(800) 333-1216
(970) 581-1542
Contact: Nick Murino

Attachment "A-3"



Loco Inc.
2249 Broadway #10
Grand Junction, CO 81503
Ph(970)242-5857
Fax(970)245-7570



Dear **GASCARD** Customer,

We're pleased to announce a major enhancement of your fleetcard service. Through an arrangement with U.S. Bank/Voyager Fleet Systems, your new **GASCARD** card will now provide:

- Pay-at-the-pump convenience at all accepting locations
- Online access to view your account
- New time-of-day and day-of-week controls
- Electronic mailing of your monthly fuel management report
- Odometer prompt is now optional; you decide to use this feature
- Acceptance in all 50 states over 160,000 sites

Please use the **GASCARD/Voyager** at any of the following locations.

Participating Loco Food Store Accepting Locations

Loco #11
1904 N 12th St
Grand Junction, CO

Loco #16
2249 Broadway
Grand Junction, CO

Valley Ranch
5790 Highway 30
Collbran, CO

Loco #12
107 Grand Ave
Grand Junction, CO

Loco #17
555 Raptor Rd
Fruita, CO

Gateway Services
124 W Brontosaurus
Dinosaur, CO

Loco #15
722 Horizon Drive
Grand Junction, CO

Orchard Mesa Market
176 29 Rd
Grand Junction, CO

Rangely Conoco
102 East Main
Rangely, CO

Super C's
2685 Unawoop
Grand Junction, CO

Atlas Auto
1917 N 1st St
Grand Junction, CO

Collbran Creamery
2117 Rodeo Rd
Collbran, CO

Loco #18
51171 Hwy 6 & 24
Glenwood Spgs, CO

