



Administrative Services

Purchasing Division

CITY OF FORT COLLINS

INVITATION TO BID

BID #5889 FLEET BIODIESEL FUEL

BID OPENING: DECEMBER 10, 2004, 2:30P.M. (Our Clock)

Sealed bids will be received and publicly opened at the office of the Director of Purchasing and Risk Management, PO Box 580, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80522, at the time and date noted on the bid proposal and/or contract documents. If delivered, they are to be sent to 215 North Mason Street, 2nd Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580.

Bids must be received at the Purchasing Office prior to 2:30p.m. (our clock), DECEMBER 10, 2004.

A copy of the Bid may be obtained as follows:

1. Download the Bid from the Purchasing Webpage, Current Bids page, at: www.fcgov.com/purchasing.
2. Come by Purchasing at 215 North Mason St., 2nd floor, Fort Collins, and request a copy of the Bid.

Special Instructions

All bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement. Bids may be withdrawn up to the date and hour set for closing. Once bids have been accepted by the City and closing has occurred, failure to enter into contract or honor the purchase order will be cause for removal of supplier's name from the City of Fort Collins' bidders list for a period of twelve months from the date of the opening. The City may also pursue any remedies available at law or in equity. Bid prices must be held firm for a period of forty-five (45) days after bid openings.

Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the City's specifications initially provided to the bidder. Any proposed modification must be accepted in writing by the City prior to award of the bid.

Only bids properly received by the Purchasing Office will be accepted. All bids should be clearly identified by the bid number and bid name contained in the bid proposal.

No proposal will be accepted from, or any purchase order awarded, to any person, firm or corporation in default on any obligation to the City.

Bids must be furnished exclusive of any federal excise tax, wherever applicable.

Bidders must be properly licensed and secure necessary permits wherever applicable.

Bidders not responding to this bid will be removed from our automated vendor listing for the subject commodities.

The City may elect where applicable, to award bids on an individual item/group basis or on a total bid basis, whichever is most beneficial to the City. The City reserves the right to accept or reject any and all bids, and to waive any irregularities or informalities.

Sales prohibited/conflict of interest: no officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity, favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.


Freight terms: unless otherwise noted, all freight is F.O.B. Destination, Freight Prepaid. All freight charges must be included in prices submitted on proposal.

Discounts: any discounts allowed for prompt payment, etc., must be reflected in bid figures and not entered as separate pricing on the proposal form.

Purchasing restrictions: your authorized signature of this bid assures your firm's compliance with the City's purchasing restrictions. A copy of the resolutions is available for review in the Purchasing Office or the City Clerk's Office. Request Resolution 91-121 for cement restrictions.

Collusive or sham bids: any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such bid is genuine and is not a collusive or sham bid.

Bid results: for information regarding results for individual bids send a self-addressed, self-stamped envelope and a bid tally will be mailed to you. Bid results will be posted in our office 7 days after the bid opening.


James B. O'Neill II, CPPO, FNIGP
Director of Purchasing and Risk Management

CITY OF FORT COLLINS

BID PROPOSAL

BID # 5889

Bid Open Date: December 10, 2004, 2:30pm (our clock)

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS REQUIREMENTS FOR **BIODIESEL FUEL**, PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS:

INSTRUCTIONS AND SPECIFICATIONS

1.0 SCOPE

The City of Fort Collins is soliciting vendors to supply biodiesel fuel on a per gallon basis for a one year period, commencing on or about January 1, 2005.

2.0 QUANTITIES

Annual usage is an **estimate** of yearly volume, and not a guarantee of total purchase amount. Actual fuel usage may be greater or lesser than the estimate.

Estimated Annual Usage:

Transport Loads	Tankwagon Loads
~ 80,000 gallons of B20 blended biodiesel	~ 5,000 gallons of B20 blended diesel

Fuel Storage Tank Capacities:

Location	Diesel
Main Shop, 835 Wood St.	1 - 30,000 gal. tank
Transfort Bus Facility, 6570 Portner Road	1 - 10,000 gal. tank
Park Shop, 413 South Bryan	1 - 560 gal. tank
Fuel Truck, Main Shop	1 - 800 gal. tank
Fossil Creek Park, 5821 S. Lemay Ave.	1 - 560 gal. tank

3.0 FUEL SUPPLIED

Approved Terminals: The Contractor shall submit a list of all terminals currently used to load diesel fuel. From this list of terminals, the City will select three or more "approved" terminals. The Contractor shall load all diesel fuel used to blend B20 for City use from these terminals only.

Should the Contractor load from other than approved terminals, the City may immediately cancel this contract and all associated purchase orders.

B100 Biodiesel Sourcing: The Contractor shall submit a list of sources for B100 biodiesel for use in blending B20 for City use. The City and Contractor shall agree on sources and storage for B100.

Pricing: When an order is placed by the City, the Contractor shall load diesel fuel at the approved terminal with the lowest rack price for the day. It shall be the Contractor's responsibility to select the terminal with the lowest rack price. If the lowest rack price cannot be obtained, the Contractor shall include an explanation along with the invoice faxed to Equipment Services.

State E.R.S. charges and the Federal Superfund shall be included in the Contractor's mark-up. No separate charges on any invoice for State E.R.S. and Federal Superfund shall be allowed.

Terminal Price Report: The Contractor shall supply the City with a terminal price report along with any invoice faxed to equipment. This report shall include, at a minimum, a complete listing of approved terminal rack prices in effect at the time the invoiced fuel was ordered.

B100 Biodiesel Pricing & Reporting: The Contractor shall supply the City with invoices listing the cost of B100 used to blend B20 biodiesel for City use. Billing for B100 may be included on regular delivery invoices, provided the method used meets City approval.

4.0 DELIVERY AND RESPONSE TIME

Drivers: No more than two drivers for Transport loads and two drivers for Tankwagon loads shall be assigned to deliver fuel to the City. It shall be the Contractor's responsibility to ensure that all drivers are properly trained and familiar with tank locations, quantities, etc.

Delivery Trucks and Trailers: The City shall have specific trucks and trailers assigned to deliver City fuel. Trucks and trailers which are used to deliver fuel to the City shall be used to haul fuel exclusively and a shipping log or delivery record shall be available to the City representative at each fuel drop. The City shall have the right to inspect City-assigned truck/trailers. The awarded vendor shall have the proper fittings to hook-up to the City's tite-fill drop tubes.

Deliveries: Deliveries must be made *within three days* after the order is placed. Shipments must arrive at specified destinations between the hours of 8:00 A.M. and 3:30 P.M. for the City of Fort Collins. A City representative shall be present for all fuel deliveries. It is the driver's responsibility to inform the City representative that he is ready to unload. Requests for scheduled weekend/holiday deliveries shall be accommodated by the Contractor.

Invoice: All Transport loads must be accompanied by a "Bill of Lading" from the terminal where the fuel was loaded and documentation showing the amount of B100 used for blending. It will be the driver's responsibility to give the City's representative the proper documentation.

Fuel Supply: Any potential problems in supplying biodiesel must be brought to the attention of the

Purchasing Division IMMEDIATELY. Non-availability of biodiesel will allow the City to obtain that fuel from an alternate source.

Scheduled Deliveries: On a schedule determined by the City the Contractor will automatically top-off our smaller tanks. The driver shall stick the tanks, fill to a safe level, and record the before and after delivery stick readings on the invoice.

Vapor Recovery: The Contractor's delivery driver shall attach the vapor recovery hose wherever possible.

5.0 QUALITY CONTROL

Fuel Specification: All diesel fuel must be "branded" fuel, loaded from City-approved terminals. In addition, all diesel fuel must meet the technical specifications (see 11.01 & 11.02, Product Specifications). All fuels must meet or exceed ASTM and Federal specifications.

It is the Contractor's responsibility to inspect each shipment to ensure that each delivered lot meets the performance requirements and that the product is not contaminated at the time of delivery.

Product Identification: Product Identification tags will be provided by suppliers as requested. Tags will conform to API standards for product identity.

Testing: The City may at any time have any type of fuel analyzed upon delivery (a sample taken directly off the delivery truck) by an independent testing agency of their choice. In the event fuel does not meet specifications, all testing costs and costs associated with the removal of poor fuel and replacement with fuel meeting all specifications will be paid by the Contractor.

Errors: In the event of an error resulting in the delivery of fuel being pumped into a wrong tank, it will be the responsibility of the Contractor to drain the tank and refill correctly at their expense.

All spills and overflows, no matter what the volume, must be reported immediately to a City representative. The Contractor shall be responsible for clean-up of all spills, including all associated costs. The Contractor shall follow all pertinent rules and regulations governing such spills, and file all required reports. Clean-up of spills shall be completed as soon as possible.

Problem Resolution: In the event of service or delivery problems which are not resolved via telephone contact with the Contractor, the City's representative will notify the Contractor in writing and schedule a meeting to resolve the situation. The Contractor's representative and the City's representative shall agree on a course of action and the Contractor will have one calendar month to remedy the problems. If such problems are not remedied, the City may cancel the contract with no penalty.

6.0 INVOICING AND PAYMENTS

Required Information: The Contractor, on all invoices, shall show the terminal from which the fuel was loaded, the date and time the fuel was loaded, and the quantity of fuel delivered. The diesel rack price and cost of B100 biodiesel must be on the invoice, along with the contractor's the mark-up, and delivery charge. The mark-up shall include profit, ERS charges, and Superfund charges.

Invoices and terminal price reports shall be faxed to Equipment Services within two calendar days and an original invoice mailed to the City no later than five calendar days after the fuel order has

been delivered. All City invoices shall be sent to:

City of Fort Collins Accounting Department
P.O. Box 580
Ft. Collins, CO 80522

Fax invoice and terminal price report to:

City of Fort Collins - Equipment Services
970-221-6857

All deliveries are priced F.O.B., Point of Shipment, prepaid unless otherwise specified. Any percentage discount allowed for prompt payment shall be shown where noted on the bid proposal forms. Whenever possible, payment will be made to conform to this discount.

Invoices must be furnished exclusive of any Federal Excise Tax and State and Local Taxes.

7.0 BID SUBMITTAL

All bids submitted shall contain the following information:

1. Mark-up and delivery charges. All applicable federal/state/local charges, to include Superfund and ERS charges shall be included in the vendor's mark-up.
2. A list of all terminals the vendor is qualified to load from, on the form provided.
3. A complete description of the vendor's rack price information system and a sample of the vendor's proposed terminal price report.
4. The manner in which fuel will be delivered to the City to include driver assignments and truck assignments. (Per the specifications listed in Section 4.0.)
5. A description of the proposed method of handling Tankwagon deliveries in a timely manner and at minimum extra cost to the City.
6. A description of the vendor's fuel hauling equipment.
7. Signed Vendor's statement.

Bidders shall not stipulate in their bid any conditions not contained in the specifications.

FAILURE TO SUBMIT ANY OF THE ABOVE REQUIREMENTS MAY DISQUALIFY YOUR BID.

8.0 BID AWARD

Award will be based on several factors. All of these factors are important to the City, and shall be considered in award:

1. Mark-up and delivery price, with preference given to low mark-up and delivery.
2. The ability of the vendor to obtain branded diesel fuel and B100 from several Front Range sites, which are acceptable to the City.
3. The ability of the vendor to obtain and verify to the City the lowest branded fuel rack price.
4. The manner in which fuel is delivered to the City. The vendor must be able to assign specific drivers and trucks to the City, and assure the City that only fuel is hauled in the trucks/trailers delivering to the City. The vendor must also assure the City that all drivers servicing the City shall be trained on the delivery procedures set by the City.
5. Priority will be given to those vendors who own their own fuel hauling equipment.

9.0 CONTRACT REQUIREMENTS

The successful vendor must sign and return the Services Agreement, with proof of insurance (see Insurance and Permits), within ten (10) working days of notice of award. Sample Service Agreement attached as Exhibit B.

The initial one-year contract period shall commence on or about January 1, 2005.

Optional Renewal: The terms of this contract may be renewed for four additional one-year periods at the same terms and conditions, with a thirty (30) day advance written notice, if acceptable with both parties.

10.0 INSURANCE AND PERMITS

The successful bidder must furnish proof of adequate levels of insurance to meet the City requirements, as specified in the attached Exhibit A. Bidder must be properly licensed and secure necessary permits wherever applicable.

11.01 PRODUCT SPECIFICATION

Low Sulfur Diesel Fuel

ASTM PROPERTY	ASTM TEST METHOD	SPEC. MIN.	SPEC. MAX.
Appearance @ 70 deg. F	Visual	Red Bright/Clear	
Gravity, API @ 60 deg. F	D287	30	38
Distillation (760 mm Hg)	D86		
10%		360	470
90%		540	640
End Point			690
Total Recovery, %		98.0	
Flash Point, deg. F, PM	D93	130	
Color, ASTM	D1500	Dyed Red	
Corrosion, CST, 3 hrs. @ 212 deg. F	D130		1
Mercaptan Sulfur, ppm	D3227		40
Sulfur, wt. %	D1552		0.05
Ash, wt. %	D482		0.01
Carbon Ramsbottom, 10% Bottom, %	D524		0.25
Pour Point, deg. F	D97		
Summer: March 1- August 31			+10
Winter: September 1 - February 28			- 50
Cold Filter Plug Point (CFPP), deg. F			-25
Cloud Point, deg. F			0
Water & Sediment, vol. %	D1796		0.05
Viscosity, @ 100 deg. F, CST	D445	1.9	3.6
Cetane Number, Calculated	D976	45.0	

Must meet specification: ASTM D396, Grade no. 2, D975, no. 2-D

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11.02 PRODUCT SPECIFICATION

B100 BioDiesel

Current specifications for biodiesel are incomplete. The selected vendor and the City shall agree on exact specifications and on any changes to those specifications during the life of the agreement. The following table uses ASTM D6751 and DIN 51606 as a basis.

Test	ASTM 6751	DIN 51606
Free glycerin %	.020 max	
Total glycerin %	.240 max	
Water & sediment % volume	.050 max	
Acid number mg KOH/gm		.5 max
Phosphorus by ICP % mass	.001 max	
Sodium ppm		5 ppm max
Flashpoint (Centigrade)	130 min	
Carbon residue % mass	.050 max	
Sulfated ash % mass	.020 max	
Total sulfur % mass		.01 max
Cetane number		49 min

BID PROPOSAL FORM

BID # 5889 – Fleet Biodiesel Fuel

A. MARK-UP - INCLUDE ALL FEDERAL/STATE/LOCAL CHARGES, INCLUDING SUPERFUND AND ERS CHARGES.

	Transport Loads	Tankwagon Loads
B20 Biodiesel fuel		

B. DELIVERY CHARGE - TO DELIVER TO THE LOCATIONS LISTED IN SECTION 2.0:

	Transport Loads	Tankwagon Loads
B20 Biodiesel fuel		

C. LIST OF TERMINALS - CURRENTLY USED TO LOAD FUEL FROM - PLEASE INCLUDE NAME AND LOCATION OF TERMINAL:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

(Attach an extra sheet of paper, if needed.)

D. DELIVERY:

1. Do you own your own fuel-hauling trucks and trailers? ____ yes ____ no
2. Attach a list of the trucks/trailers which will be used to haul fuel, including the make, model, capacity and year.
3. Will these trucks and trailers be used for fuel hauling exclusively? ____ yes ____ no

12.0 VENDOR'S STATEMENT:

The undersigned hereby covenants and agrees that he is the only person interested in this proposal, and that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the conditions under which the products must be furnished.

Furthermore, the undersigned hereby certifies that he/she is familiar and understands all bid/contract provisions, and agrees to abide by those provisions, should the bid award be received.

The undersigned certifies that the prices quoted are EXCLUSIVE OF ANY FEDERAL, COUNTY OR MUNICIPAL TAX, from which the City shall be exempt and that none will be added to any of the prices for deliveries made on any contract executed hereunder.

We, the undersigned, agree to furnish Biodiesel fuel, in indefinite quantities in Governmental owned storage tanks, transportation charges prepaid, at the prices set forth in the schedule above; all in accordance with all bid documents as specified and Specifications, to the City of Fort Collins for the duration of this contract.

Signature

Typed or Printed Name

Company

Telephone Number

Street Address/P.O. Box

City, State

FAX Number

EXHIBIT A: INSURANCE REQUIREMENTS

1. The Service Provider will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Service Provider shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement"

* "The insurance evidenced by this Certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Fort Collins."

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Service Provider, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Service Provider under this Agreement. The City, its officers, agents and employees shall be named as additional insured on the Service Provider's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

2. Insurance coverage shall be as follows:
 - A. Workers' Compensation & Employer's Liability. The Service Provider shall maintain during the life of this Agreement for all of the Service Provider's employees engaged in work performed under this agreement:
 1. Workers' Compensation insurance with statutory limits as required by Colorado law.
 2. Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.
 - B. Commercial General & Vehicle Liability. The Service Provider shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than \$500,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Service Provider shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

EXHIBIT B: SAMPLE SERVICES AGREEMENT

SERVICES AGREEMENT Biodiesel Fuel

THIS AGREEMENT made and entered into the day and year set forth below by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "City" and , hereinafter referred to as "Service Provider".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services

The Service Provider agrees to provide biodiesel fuel services in accordance with the scope of services attached hereto as Exhibit "A", consisting of ____ (____) page[s], and incorporated herein by this reference.

2. Contract Period

This Agreement shall commence January 1, 2005, and shall continue in full force and effect until December 31, 2005, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed four (4) additional one year periods. Pricing changes shall be negotiated by and agreed to by both parties. Written notice of renewal shall be provided to the Service Provider and mailed no later than thirty (30) days prior to contract end.

3. Delay

If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within fifteen (15) days from the onset of such condition.

4. Early Termination by City/Notice

Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

City:

City of Fort Collins Purchasing
PO Box 580
Fort Collins, CO 80522

Service Provider:

In the event of early termination by the City, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

5. Contract Sum

The City shall pay the Service provider for the performance of this Contract, subject to additions and deletions provided herein, the sum of _____, (\$____) per gallon of fuel delivered.

6. City Representative

The City will designate, prior to commencement of the work, its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this agreement. All requests concerning this agreement shall be directed to the City Representative.

7. Independent Service provider

The services to be performed by Service Provider are those of an independent service provider and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Service Provider's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.

8. Personal Services

It is understood that the City enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.

9. Acceptance Not Waiver

The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement.

10. Warranty

- a. Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.
- b. Unless otherwise provided in the Agreement, all materials incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use.

11. Default

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof.

12. Remedies

In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the

party declaring default may elect to:

- a. Terminate the Agreement and seek damages;
- b. Treat the Agreement as continuing and require specific performance; or
- c. Avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

13. Binding Effect

This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

14. Indemnity/Insurance

- a. The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.
- b. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.
- c. Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within Exhibit A, consisting of one (1) page, attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the City's Director of Purchasing and Risk Management, 215 N Mason, 2nd Floor, Fort Collins, Colorado 80524 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.

15. Entire Agreement

This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

16. Law/Severability

The laws of the State of Colorado shall govern the construction interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.