



**Technical Proposal for:  
Bulk Fuel Purchase and Delivery Service  
RFQ 3064**

Vendor:

*EPIC Aviation, LLC*

*3841 Fairview Industrial Dr SE, Suite 150*

*Salem, OR 97302*



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## Vendor Information Sheet

## VENDOR INFORMATION SHEET FOR RFQ 3064

**Vendor Must:**

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III of the Technical Proposal.

V1	Company Name	EPIC Aviation, LLC	
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V2	Street Address	3841 Fairview Industrial Drive SE, Suite 150	
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V3	City, State, ZIP	Salem, OR 97302	
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V4	Telephone Number		
	Area Code: 503	Number: 362-3633	Extension: 590

V5	Facsimile Number		
	Area Code: 503	Number: 566-2490	Extension:

V6	Toll Free Number		
	Area Code: 866	Number: 501-3742	Extension:

V7	<b>Contact Person for Questions / Contract Negotiations, including address if different than above</b>		
	Name: Donna Sanford		
	Title: Regional Sales Manager		
	Address: 3841 Fairview Industrial Drive, Suite 150, Salem OR 97302		
Email Address: DSanford@EPICAviationLLC.com			

V8	Telephone Number for Contact Person		
	Area Code: 970	Number: 242-8765	Extension:

V9	Facsimile Number for Contact Person		
	Area Code:	Number: 503-566-2351	Extension:

V10	<b>Name of Individual Authorized to Bind the Organization</b>		
	Name: James E. Green	Title: COO and CFO	

V11	Signature ( <i>Individual must be legally authorized to bind the vendor per NRS 333.337</i> )		
	Signature: 	Date: 11-26-14	

## State Documents

- Signature page from all amendments with an original signature by an individual authorized to bind the organization.
- Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- A copy of vendor's Certificate of Insurance identifying the coverages and minimum limits currently in effect.
- Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.  
N/A
- Copies of applicable certifications and/or licenses.  
N/A



SUBJECT: Amendment 1 to Request for Qualification 3064  
RFP TITLE: Bulk Fuel Purchase and Delivery Service  
DATE OF AMENDMENT: September 19, 2013  
DATE OF RFP RELEASE: August 19, 2013  
OPENING DATE: October 9, 2013  
OPENING TIME: 2:00 PM  
CONTACT: Nancy Feser, Procurement Staff Member

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The following shall be a part of RFQ **3064**. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

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**Revisions to RFQ:**

Section 1 of the RFQ is being revised to read:

The State does not guarantee any minimum number of bulk fuel purchases under this contract. As these contracts will affect several State agencies, the approximate number of bulk fuel purchases, using agencies, etc. is unavailable.

The State reserves the right to accept vendor proposals for qualification on an ongoing basis. Any future contract awards will be written based upon termination dates concurrent with contracts awarded as a result of the original RFQ.

**Questions and Answers to RFQ:**

1. Can you do better than 30 days for payment terms, i.e. Net 10 or Net 15?

*Payments for invoices will be made within 10-15 days of receipt; refer to Section 8 of the RFQ.*

2. Have any addendums been released for this bid?

*No, this is the first amendment/addendum to this RFQ.*

3. Do you currently receive a discount for prompt payment of invoices?

***The State receives prompt payment discounts on various purchases and is willing to consider prompt pay discount offered.***

4. Can we please have a list of bidders invited to submit a proposal?

***This information is not available.***

5. Will a metered bill of lading be acceptable in place of the metered truck requirement?

***Yes.***

6. Do you consider common carriers to be subcontractors?

***Yes.***

7. Is this RFQ a pre-qualification of suppliers and no pricing is due by 10/9/2013?

***Correct, the purpose of this RFQ is to determine the qualifications of vendors per the Minimum Qualifications in Section 3.2 of the RFQ. As needed, agencies will then make purchases, from the qualified vendors awarded contracts with consideration of lowest cost and availability of fuel delivery, at time of purchase.***

If yes to question above, when is the official RFP estimated to release?

***Refer to Question 7 above.***

8. Who are the current suppliers?

***Below is a list of fuel vendors that have been used by individual agencies; however, these vendor's are not under contract.***

***Suburban Propane, Gale Oil and Tire, Sage Petroleum Products, Western Entergenix, Flyers Energy LLC, Carson Valley Oil, Al Park Petroleum, Thomas Petroleum, Turner Petroleum, Chris's Service, Rebel Oil, and Epic Aviation.***

9. Is ACH payment method acceptable?

***Yes.***

10. What is the pricing index and terminal cities preferred?

***The State is not incorporating the pricing index into this RFQ, and there is no preference regarding which terminals are used by the Vendors.***

11. Metered tickets on full tanker transports is not commercial standard. Please confirm if the refiners temperature corrected bill of lading will be acceptable?

***Yes, the refiners temperature corrected bill of lading is acceptable.***

12. During the pre-proposal conference, it was brought to the States attention that the following propane tanks are owned by Suburban Propane:

<i>Tonopah Conservation Camp</i>	<i>6 – 1,150 gallon tanks</i>
<i>Glendale NDOT</i>	<i>1- 500 gallon tank</i>
<i>Indian Springs NDOT</i>	<i>1 – size of tank unspecified</i>
<i>Mt. Charles NDOT</i>	<i>1 – 1,000 gallon tank</i>
<i>Searchlight NDOT</i>	<i>1 – 500 gallon tank</i>

**ALL ELSE REMAINS THE SAME FOR RFQ 3064.**

*Vendor must sign and return this amendment with proposal submitted.*

Vendor Name:

EPIC Anation, LLC

Authorized Signature:



Title:

COO&CFO

Date:

11-26-14

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal.

**ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION**

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFQ, vendors are requested to submit confidential information in separate binders marked “**Part I B Confidential Technical**” and “**Part II Confidential Financial**”.

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in *Section 2 “ACRONYMS/DEFINITIONS.”*

*Please initial the appropriate response in the boxes below and provide the justification for confidential status.*

Part I B – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES		NO	

Part II – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			

EPIC Aviation, LLC  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**This document must be submitted in Tab IV of vendor’s technical proposal**

**ATTACHMENT C – VENDOR CERTIFICATIONS**

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of proposal will be arrived independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFQ are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFQ. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFQ, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

EPIC Aviation, LLC

Vendor Company Name



Vendor Signature

James E. Green

Print Name

11-26-2014

Date

**This document must be submitted in Tab IV of vendor's technical proposal**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Liability Coverage**, Paragraph A.1. **Who Is An Insured** Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in

a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.



1 State Street – 9<sup>th</sup> Floor  
New York, NY 10004

## CERTIFICATE OF INSURANCE

**Date of Issue:** November 13, 2014

**This is to Certify to:** **State of Nevada  
Department of Administration,  
Purchasing Division, Nancy Feser, Buyer  
515 E. Musser St., Ste. 300  
Carson City, NV. 89701**

*That the companies listed below, each for its own part and not one for the other, are providing the following insurance, subject to all policy terms, conditions, limitations and exclusions:*

**Named Insured:** EPIC Aviation, LLC  
PO Box 12249  
Salem, OR 97309

**Policy Period:** June 1, 2014 to June 1, 2015 on both dates at 12:01 A.M. Local Standard Time at the address of the Named Insured

**Insurers:** National Union Fire Ins. Company of Pittsburgh PA through AIG  
Aviation, Federal Insurance Company through Starr Aviation,  
Starnet Insurance Company through Berkley Aviation and  
Various Underwriters through Lloyds of London

**Policy Number:** AP00378977507, 9958-1046-05, BA-14-0600027 &  
AVNAW14000241

**Description of Coverage:** Aviation General Liability Coverage

**Limits of Liability:** Combined Single Limit of US\$2,000,000 for Bodily Injury and Property Damage each occurrence as respects Aviation General Liability Coverage to include Airport Premises Liability, Aviation Products-Completed Operations Liability and Personal Injury Liability.

### **ADDITIONAL INSURED**

The Certificate Holder shall be included as an Additional Insured (s) for Aviation General Liability Coverage, but only for liability arising out of the operations of the Named Insured.

### **PRIMARY COVERAGE**

The insurance afforded the Additional Insured (s) under this certificate shall be considered primary and non-contributory with any other insurance carried by such Additional Insured (s).

### **Notice of Cancellation**

Underwriters agree that, in the event they cancel the above policies, they will give thirty (30) days (10 days with respect to non payment of premium) advance written notice of such cancellation to the Certificate Holder



1 State Street – 9<sup>th</sup> Floor  
New York, NY 10004

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein, unless other noted above. Notwithstanding any requirement, term or condition of any contract or other document with respects to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies subscribed herein is subject to all terms, exclusions and conditions of such policies.

Each of the above insurers, individually for its policy only, has authorized the undersigned to issue this certificate of insurance on its behalf as a matter of convenience. The undersigned is not an insurer and has no liability as an Insurer as a result of issuing this Certificate or under the above policies. This certificate does not alter, extend or amend any policy terms, conditions, limitations, deductibles, warranties or exclusions, nor does it confer any rights to the Certificate Holder.

If Certificates of Insurance have been issued prior to the Date of Issue of this Certificate, this Certificate cancels and supersedes such Certificate.

**Integro Insurance Brokers**

A handwritten signature in black ink, appearing to read "Mary Deana Rofa". The signature is written in a cursive style with a horizontal line underneath the name.

**Authorized Representative**



## Attachment B

- The Technical Proposal Certification of Compliance with Terms and Conditions of RFQ with an original signature by an individual authorized to bind the organization must be *included in this tab.*

**ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE  
WITH TERMS AND CONDITIONS OF RFQ**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Qualifications.

YES

I agree to comply with the terms and conditions specified in this RFQ.

NO

I do not agree to comply with the terms and conditions specified in this RFQ.

In order for any exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables below. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in the tables below.

EPIC Aviation, LLC

Company Name

Signature

James E. Green

Print Name

Date

11-26-2014

*Vendors MUST use the following format.* Attach additional sheets if necessary.

**EXCEPTION SUMMARY FORM**

RFQ SECTION NUMBER	RFQ PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
3.2.2	8	EPIC is not a carrier. EPIC uses common carriers.
3.2 and 3.3	8 and 9	RFP is in response to Jet-A only, and will meet ASTM D1655 (latest)

\*\* See next page for additional exceptions

**ASSUMPTION SUMMARY FORM**

RFQ SECTION NUMBER	RFQ PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

Attachment B Exception Summary Form (continued)

Section 6.1.8 – page 17 Insurance requirements: Pollution Legal Liability

EPIC contracts with common carriers regulated by the Federal Motor Carrier Safety Administration for the carriage and delivery of fuel. These carriers are vetted to help ensure appropriate safety and handling procedures are in place to mitigate the risk of spillage. These carriers have care, custody, and control of the product, EPIC as the “vendor” does not, therefore EPIC cannot purchase insurance to respond to a spill or pollution caused by a third party (the carrier). The carriers are federally mandated to demonstrate appropriate financial responsibility, typically in the form of insurance for spills and other incidents they cause.



## Section 3.2 – Minimum Qualifications

Response(s) in *bold/italics* immediately following the applicable RFQ question, statement and/or section.

### 3. REQUEST FOR QUALIFICATIONS

#### 3.1 RFQ PROCESS

The process by which proposals will be considered for a contract under this RFQ is to determine whether or not the vendor qualifies under the set of Minimum Qualifications (*refer to Section 3.2*). If a vendor is determined to not meet any one of the Minimum Qualifications, the proposal in its entirety will not be considered for contract. Each proposal will be reviewed independently in the Minimum Qualification section. All vendors that qualify will receive a contract.

#### 3.2 MINIMUM QUALIFICATIONS

It is *mandatory* that each component listed below in the Minimum Qualifications be addressed. Failure to address each component will result in disqualification of the proposal. Vendors proposing to receive a contract through this RFQ must provide a detailed description of their proposal service plan, which must include, at a minimum, the following information for which information is requested.

- 3.2.1 All fuel supplied through this contract must comply with applicable governmental and industry standards and specifications in accordance with NRS and NAC Chapter 590

*EPIC offering to supply Jet-A only and will comply to ASTM-D1655 (latest)*

- 3.2.2 Vendor must be a Certified Carrier in full compliance with the Nevada Transportation Authority per NAC 706, and be able to provide a copy of Certification along with other appropriate licenses and documentation required when transporting certain fuels under NRS 365.530. Use of common carriers will be allowed as long as they are in full compliance as stated above.

*EPIC utilizes common carriers who are in full compliance*

- 3.2.3 Vendors must submit a Bill of Lading and Material Safety Data Sheets (MSDS), as defined and prescribed in 29 C.F.R., Section 1910.1200 to each using agency. MSDS sheets are to accompany the hazardous material and be provided to agency personnel at the time of delivery.

*EPIC to provide MSDS sheets for agency to have on file for Jet-A*

- 3.2.4 Vendor must specify the region services will be provided, per *Attachment H, Bulk Fuel Tank Delivery Locations*.

*NDF Air Operations, 2301 Firebrand Circle, Minden, NV*

- 3.2.5 Vendor must specify types of fuel(s) to be provided. Aviation fuel supplied must meet ASTM-D1655 standards for Jet Fuel.

*Jet-A meeting ASTM – D1655(latest)*

#### 3.3 FUEL SPECIFICATIONS

- 3.3.1 Supplier must not blend in any using agency's fuel storage tanks. Any blending and/or splash blending must be done prior to delivery. All fuel supplied through this contract must comply with applicable governmental and industry standards and specifications following the minimum specifications.

*EPIC will comply*

3.3.2 Diesel fuel sold under the terms and conditions of this agreement during the core winter-time months will require winterizer fuel additives, as needed by the delivery location.

*N/A - EPIC is supplying Jet-A only*

3.3.3 Fuel Products

3.3.3.1 Jet-A Fuel, narrow cut, kerosene type of fuel produced to an ASTM specification. It is supplied in accordance with the ASTM-D-1655 (Jet-A) specification.

*EPIC will only be supplying Jet-A conforming to ASTM D1655 (latest)*

3.3.3.2 Class A, Blended Gasoline, to include Octane (as defined by ASTM) blended gasoline and Octane gasoline.

*N/A EPIC not supplying*

3.3.3.3 Unleaded Fuel-octane rating between 86 and 87 AKI (91-92 RON).

3.3.3.4 Diesel fuel, in Grades 2-D, 1-D, and G Diesel (ultra low sulfur 15PPM).

*N/A EPIC not supplying*

3.3.3.5 Propane.

*N/A EPIC not supplying*

3.3.3.6 Red-dyed diesel or "off-road" diesel.

*N/A EPIC not supplying*

3.3.3.7 Ethanol 85 (E85).

*N/A EPIC not supplying*

3.3.3.8 Liquefied Natural Gas (LNG).

*N/A EPIC not supplying*

3.3.3.9 Bio-diesel (B5, B20, & B50); i.e. B5 needs to be a minimum 5% biodiesel content with the remaining 95% being diesel fuel content.

*N/A EPIC not supplying*

3.3.3.10 Reformulated Gasoline (RFG).

*N/A EPIC not supplying*

3.3.4 Fuel Sample Analysis

3.3.4.1 Deliveries of fuels under this contract are subject to a fuel analysis to determine compliance with the fuel specifications. This provision does not, in any manner, relieve the supplier of its responsibilities to deliver fuel in accordance with the specifications.

3.3.4.2 If the analysis reveals that the fuel does not meet the specifications, the State of Nevada may terminate the contract for default, withhold payment for the delivered fuel and/or require the Vendor to remove fuel from the tank. Depending on the situation, the State reserves the right to terminate for default or provide the vendor a right to cure prior to termination.

*Jet-A supplied by EPIC will require testing and should only be offloaded into State Agency's tanks if it meets the specifications as indicated by offloading procedures/testing*

3.3.4.3 The Aviation fuel shall be of the octane rating represented and shall comply with the latest Standards and Requirements of; SAE AEROSPACE STANDARDS AS 6401 REV O DATED 2009-03-11 FINAL DRAFT ISSUE AND EI 1550 HANDBOOK OF EQUIPMENT

*EPIC can comply*

### **3.4 DELIVERY REQUIREMENTS**

#### **3.4.1 Jet-A Fuel**

3.4.1.1 The awarded vendor will be required to deliver full and partial tanker truck load quantities to state wide locations as needed. Aviation fuels shall be delivered to the specified delivery location in dedicated single-grade transport units used only in aviation service. If dedicated transport is not available, non-dedicated transport units may be used as long as the change of grade procedures as specified in the above specifications are followed. Product shall not be received into State storage tanks unless it is fully identified and covered by a Release Certificate/Bill of Lading listing necessary product quality information. All transport units must be equipped with a "D-1" adapter and have pumps capable of bottom loading "TRUCK TO TRUCK".

*EPIC can comply for the stated delivery location indicated in Section 3.2.4*

3.4.1.2 All transfers of product received at the identified delivery location shall be supported by a Refinery Certificate of Quality.

*A Certificate of Analysis (CoA) and EPIC release certificate will be provided*

3.4.1.3 Release Certificate of Bill of Lading containing at least the following information: supplier, date and hour of loading.

*A bill of lading (BOL) will be supplied containing this information*

3.4.1.4 API gravity at 60 degrees F/density at 15c.

*Printed on the BOL*

3.4.1.5 Batch number related to the origin of the product.

*Printed on the BOL or C of A*

3.4.1.6 Type quantity of additives, and confirmation of compliance to governing specification.

*Printed on the BOL if applicable*

3.4.1.7 Release Certificate/Bill of Lading shall be signed by an authorized Quality Control Officer or inspector at terminal loading facility.

*Release certificate is signed by trained and carded driver*

3.4.1.8 A flush certificate is required whenever a flushing has been conducted on the delivery equipment.

*EPIC requires grade dedicated trailers*

3.4.1.9 If a Stadis 450 (anti-static additive) is pre-blended with a kerosene product the Release Certificate/Bill of Lading shall indicate the conductivity of the fuel and concentration of the additive.

*Printed on the BOL if applicable*

3.4.1.10 Minimum requirements for the acceptance of aviation fuels delivered by transport truck into State storage tanks include a State representative

including sampling and testing. Additionally, transport personnel must remain in close proximity during the entire delivery of fuel. Results of all testing will be recorded on product receipt forms. A ten (10) minute settling time will be conducted prior to product testing. Samples will be drawn from each compartment. Any free water, un-dissolved water, or other contaminant material shall be drained off and sample from each compartment subjected to a control check. If water in excess of 0.5 USG is drained off, an unusual amount of sediment is present, cloud/haze is observed or the fuel tests above 30ppm free water, another settling time of ten (10) minutes shall be observed. After this, a further 1.25 USG of product shall be drained and visual checks repeated. The individual product API gravity @ 60 degrees F obtained from the control checks shall be compared with the API gravity shown on the Release Certificate/Bill of Lading. A gravity/density difference greater than 1.0 API in any tank truck compartment indicates possible contamination and shall be investigated.

If tests listed above are satisfactory, the product may be discharged. If unsatisfactory results are obtained with three (3) tanks consecutive Visual Checks, the product shall not be discharged into state storage. A written complaint using the Rejected Load Report shall be issued and an immediate call made to the supplier informing them of the rejection criteria.

The awarded vendor (s) shall be held liable for any damage or citation which may be incurred as a result of fuel spillage occurring through its employee's negligence. In addition, the State reserves the right to cancel the agreement of any vendor or carrier who, notwithstanding compliance with the procedures set forth herein, delivered in a negligent or careless manner or who, under any circumstances causes a spill while delivering.

#### 3.4.2 All Other Fuel Delivery Requirements

*EPIC agrees with all of the following statements (3.4. 2 through 3.4.2. 7 as it relates to Jet-A deliveries to NDF Air Operations, 2301 Firebrand Circle, Minden, NV*

- 3.4.2.1 Deliveries will be made to the using agency's location throughout Nevada. Specified delivery dates and times will be agreed upon between requesting agency and vendor. A listing of possible tank delivery locations are provided in **Attachment H, Bulk Fuel Tank Delivery Locations**. (Note: The listing attached is possible locations for delivery of fuel; however, the purchase of fuel varies by each agency, so not all locations will participate in a resulting contract).
- 3.4.2.2 Deliveries to remote locations may, by mutual agreement with the receiving location and the contractor, be delivered on a regularly scheduled "keep full" basis, with no additional charge to the State.
- 3.4.2.3 All Tanker deliveries, the vendor must provide a meter ticket of delivery, or meter readings to certify the actual volume of bulk fuel.

3.4.2.4 **Regular Delivery:** Upon receipt of order by the vendor, delivery is to be completed in full within one (1) working day during regular working hours, 7:30 a.m. to 3:30 p.m., Monday through Friday; with the exception of State observed Holidays.

**Late delivery:** It will be the vendor's responsibility to notify the using agency immediately of any delays in delivery, either after regular hours or next day. Any charges incurred for non-notification will be at the vendor's expense. Using agency, at their discretion, may choose to reschedule the delivery due to the delay. The Department of Transportation does not allow late deliveries. If the delivery is going to be late, it must be delivered the next business day.

3.4.2.5 Vendor will be required to make deliveries at the time specified in vehicles suitable for each individual location. These vehicles shall be equipped as required by applicable laws, rules or regulations with all components; such as connectors and hoses of the proper size, length, etc., necessary to successfully complete delivery. All delivery vehicles and/or trailers must have certified metering equipment to enable State staff to verify quantities delivered. Terminal bill of lading will be acceptable as evidence of delivery quantity with assistance in validating the inventory control procedures.

3.4.2.6 Several delivery locations are in Rural Nevada and access may only be possible over narrow winding unpaved roads. These roads may in some instances require smaller than normal trucks. Agencies must provide this information when calling for quotes.

A lack of familiarity with a delivery location will in no way relieve a contractor from his responsibility to fulfill the terms and conditions of the resulting contract.

3.4.2.7 In the event the vendor is not able to supply fuel to a requesting agency due to lack of supply or any other reason, the State reserves the right to purchase the fuel from a vendor outside of the contract.

### 3.4.3 Deliveries to the Department of Corrections' Facilities

**3.4. 3 through 3.4.3.3: N/A EPIC does not deliver Jet-A fuel to these facilities**

3.4.3.1 Vendor must ensure that all personnel, including drivers, entering all Department of Corrections Facilities have passed a National Criminal Information Center (NCIC) background check. The cost of the background check will be the sole responsibility of the vendor. A list of those drivers must then be provided to DOC prior to deliveries.

3.4.3.2 In the event of any facility lock down caused by riot, power failure, disaster, or security situation that prevents fuel delivery, the contractor will redeliver within 24 hours. No additional charges will be billed for re-delivery due to a lock down/security situation.

3.4.3.3 All vehicles will be inspected by the NDOC officials when delivering fuel.

### **3.5 VENDOR RESPONSIBILITY**

3.5.1 The vendor shall perform all deliveries to facilities in a safe and professional manner. Vendor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents endangering personnel or property. Vendor must commit to delivery as requested, at time stated on accepted orders. Vendor shall provide office and personal resources for responding to requests; including telephone coverage Monday through Friday during the hours of 7:00 a.m. through 5:00 p.m.

*EPIC can comply*

3.5.2 Spill Clean Up, the vendor will be responsible to pay for all cost and damages including the costs of remediation of the spillage area, for all spillage of bulk fuel which may be due to vendor's negligence.

*EPIC contracts with common carriers regulated by the Federal Motor Carrier Safety Administration for the carriage and delivery of fuel. These carriers are vetted to help ensure appropriate safety and handling procedures are in place to mitigate the risk of spillage. These carriers have care, custody, and control of the product. Should a spill occur during transit or unloading, EPIC will conduct an investigation and work with the carrier or other parties involved for a full resolution.*

## **4. INVOICING REQUIREMENTS**

Vendor shall bill each agency individually for fuel deliveries. Each invoice shall show the agency delivery location, description, quantity (net metered gallons delivered), and contract number. Invoice pricing shall be itemized, showing the Base Market Price per gallon, the Extension Price and appropriate Taxes separated by description and rate; vendors shall not charge or include on invoice any Federal or State taxes the State may be exempt from paying. Invoice and payments shall be for net metered gallons delivered only. Contractor shall include with the invoice a copy of a receipt of gallons delivered and the "Bill of Lading" from the fuel terminal for "Truck and Trailer" deliveries.

*EPIC will comply. Invoices for bulk deliveries of Jet-A will be billed on net gallons as printed on bill of lading. Tax exemptions based on exemption certificates provided.*

## **5. REPORTING REQUIREMENTS**

**5.1** Mandatory Quarterly Reporting- Vendor(s) will provide quarterly reports of all bulk fuel deliveries invoiced under this contract. This report shall reflect the fuel orders placed for the previous quarter and must be received by the 15<sup>th</sup> of the month following each quarter. Reporting on a specific using agency's activity may be requested. State may revise the format of the reports as necessary to meet State requirements.

*EPIC provides monthly statements*

5.1.1 The Contract Usage Report shall include the following information:

- 5.1.1.1 Reporting Month
- 5.1.1.2 Ordering Agency
- 5.1.1.3 Delivery Date
- 5.1.1.4 Description of Fuel
- 5.1.1.5 Gallons Ordered
- 5.1.1.6 Unit Price per Gallon
- 5.1.1.7 Applicable Taxes
- 5.1.1.8 Additional Fees, if applicable
- 5.1.1.9 Total Invoice Amount

5.1.2 Reports are to be submitted to the Purchasing Division, Attn: Nancy Feser, via email at [nfeser@admin.nv.gov](mailto:nfeser@admin.nv.gov).



## Section 6 – Company Background and References

Response(s) in ***bold/italics*** immediately following the applicable RFQ question, statement and/or section.

**6. COMPANY BACKGROUND AND REFERENCES**

**6.1 VENDOR INFORMATION**

6.1.1 Vendors must provide a company profile in the table format below.

<b>Question</b>	<b>Response</b>
Company name:	<i>EPIC Aviation, LLC</i>
Ownership (sole proprietor, partnership, etc.):	<i>LLC</i>
State of incorporation:	<i>LLC organized in Oregon</i>
Date of incorporation:	<i>LLC formed April 22, 1998</i>
# of years in business:	<i>75</i>
List of top officers:	<i>Kevin Cox, President</i>
Location of company headquarters:	<i>Salem, Oregon</i>
Location(s) of the company offices:	<i>Salem Oregon and Irving, TX</i>
Location(s) of the office that will provide the services described in this RFQ:	<i>Salem, OR</i>
Number of employees locally with the expertise to support the requirements identified in this RFQ:	<i>Dispatch: 5, Billing and A/R: 5, Technical: 1, Sales: 1</i>
Number of employees nationally with the expertise to support the requirements in this RFQ:	<i>91</i>
Location(s) from which employees will be assigned for this project:	<i>Salem, OR – Dispatch Grand Junction, CO – Sales</i>

6.1.2 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must register with the State of Nevada, Secretary of State’s Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

6.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS76. Information regarding the Nevada Business License can be located at <http://sos.state.nv.us>.

<b>Question</b>	<b>Response</b>
Nevada Business License Number:	<i>689629760</i>
Legal Entity Name:	<i>EPIC Aviation, LLC</i>

Is “Legal Entity Name” the same name as vendor is doing business as?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

If “No”, provide explanation.

6.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal

submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

6.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	X
-----	--	----	---

If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

6.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	X
-----	--	----	---

If "Yes", please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFQ, and specify the services that each person will be expected to perform.

6.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFQ must also be disclosed. Does any of the above apply to your company?

Yes		No	X
-----	--	----	---

If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

- 6.1.8 Vendors must review the insurance requirements specified in *Attachment E, Insurance Schedule for RFQ 3064*. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in *Attachment E*.

Yes	X	No	
-----	---	----	--

Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverages as specified in *Attachment E, Insurance Schedule for RFP 3064*.

- 6.1.9 Company background/history and why vendor is qualified to provide the services described in this RFQ. Limit response to no more than five (5) pages.  
*EPIC has been supplying aviation fuel to the state of Nevada for over 14 years as well as other like organizations. We are a global fuel supplier with primary operations in the U.S. and Canada. EPIC operates an aviation fuel supply system that provides reliable and redundant supply of Jet-A and Avgas.*
- 6.1.10 Length of time vendor has been providing services described in this RFQ to the public and/or private sector. Please provide a brief description.  
*75 years*

- 6.1.11 Financial information and documentation to be included in Part III, Confidential Financial of vendor's response in accordance with *Section 12.4, Part II – Confidential Financial*.

*EPIC has been delivering fuel to Nevada Dept. of Forestry for over 14 years and is completing this RFQ for the purposes of adhering to the State of Nevada requirement that a contract be in place for the sale of Jet-A. Therefore, this requirement may not be applicable.*

6.1.11.1 Dun and Bradstreet Number

*80-454-4724*

6.1.11.2 Federal Tax Identification Number

*74-3207188*

## 6.2 SUBCONTRACTOR INFORMATION

- 6.2.1 Does this proposal include the use of subcontractors, excluding the use of common carriers registered with a valid SCAC?

Yes		No	<i>X</i>
-----	--	----	----------

*EPIC hires common carriers to deliver fuel*

If "Yes", vendor must:

- 6.2.1.1 Identify specific subcontractors and the specific requirements of this RFQ for which each proposed subcontractor will perform services.

*N/A EPIC does not use subcontractors*

- 6.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:

*N/A*

- A. Describe the relevant contractual arrangements;

*N/A*

- B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and

*N/A*

- C. Describe your previous experience with subcontractor(s).

*N/A*

- 6.2.1.3 Vendors must describe the methodology, processes and tools utilized for:

- A. Selecting and qualifying appropriate subcontractors for the project/contract;

*EPIC applies a vetting process to carriers whose company meets or exceeds industry standards for handling aviation fuel*

- B. Ensuring subcontractor compliance with the overall performance objectives for the project;

*Yearly or on demand audits*

- C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and

*Release certificates and sign off by accepting location.*

D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State's request, the State will be notified of such payments.

***EPIC pays the common carriers hired within terms arranged***

6.2.1.4 Provide the same information for any proposed subcontractors as requested in **Section 6.1, Vendor Information**.

*N/A*

6.2.1.5 Business references as specified in **Section 6.3, Business References** must be provided for any proposed subcontractors.

***References provided***

6.2.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

***Arranged through the vetting process prior to hiring common carriers***

6.2.1.7 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFQ in **Section 6.2, Subcontractor Information**. The vendor must receive agency approval prior to subcontractor commencing work.

*N/A*

### 6.3 BUSINESS REFERENCES

6.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.

6.3.2 Vendors must provide the following information for **every** business reference provided by the vendor and/or subcontractor:

The "Company Name" must be the name of the proposing vendor or the vendor's proposed subcontractor.

<b>Reference #:</b>	1		
<b>Company Name:</b>	San Juan County		
<b><i>Identify role company will have for this RFQ project (check one):</i></b>			
	<b><i>VENDOR</i></b>	<b><i>X</i></b>	<b><i>SUBCONTRACTOR</i></b>
<b>Project Name:</b>	Supply Jet-A fuel		
<b>Primary Contact Information</b>			
<b>Name:</b>	Procurement Officer		
<b>Street Address:</b>	213 South Oliver Drive		
<b>City, State, Zip</b>	Aztec, NM 87410		
<b>Phone, including area code:</b>	505-334-4558		
<b>Facsimile, including area code:</b>	505-334-4561		
<b>Email address:</b>			

<b>Alternate Contact Information</b>	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	

<b>Reference #:</b>	2		
<b>Company Name:</b>	Nueces County		
<i>Identify role company will have for this RFQ project (check one):</i>			
	<b>VENDOR</b>	<b>X</b>	<b>SUBCONTRACTOR</b>
<b>Project Name:</b>	Supply Aviation Fuel – 100LL		
<b>Primary Contact Information</b>			
Name:	Purchasing Agent		
Street Address:	901 Leopard Street, Room 106		
City, State, Zip	Corpus Christi, TX 78401		
Phone, including area code:	361-888-0426		
Facsimile, including area code:	361-888-0458		
Email address:			
<b>Alternate Contact Information</b>			
Name:			
Street Address:			
City, State, Zip			
Phone, including area code:			
Facsimile, including area code:			
Email address:			

<b>Reference #:</b>	3		
<b>Company Name:</b>	Arizona Department of Public Safety		
<i>Identify role company will have for this RFQ project (check one):</i>			
	<b>VENDOR</b>	<b>X</b>	<b>SUBCONTRACTOR</b>
<b>Project Name:</b>	Supply Jet-A fuel		
<b>Primary Contact Information</b>			
Name:	Procurement officer		
Street Address:	2102 West Encanto Blvd		
City, State, Zip	Phoenix, AZ 85005		
Phone, including area code:	602-223-2000		
Facsimile, including area code:	602-223-2944		
Email address:			
<b>Alternate Contact Information</b>			
Name:			
Street Address:			

City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	

6.3.3 Vendors must also submit *Attachment F, Reference Questionnaire* to the business references that are identified in *Section 6.3.2*.

*EPIC has been delivering fuel to Nevada Dept. of Forestry for over 14 years and is completing this RFQ for the purposes of adhering to the State of Nevada requirement that a contract be in place for the sale of Jet-A. Therefore, this requirement may not be applicable.*

6.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.

*N/A see section 6.3.3 above*

6.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in *Section 11, RFQ Timeline* for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

*N/A see section 6.3.3 above*

6.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

*Okay*

## 7. COST

7.1 As needed, using agencies will obtain quotes from all contracted vendors in the region in which purchase is to be made.

7.2 Purchase will be made with consideration of lowest cost and availability of fuel delivery.

7.3 Cost of fuel and any additional fees must be provided to the using agency at time quotes are requested. **Any fees not disclosed at time of quote will not be paid.**

*In reference to 7.1, 7.2 and 7.3 EPIC will provide cost estimates and quotes. Freight charges and demurrage are pass through fees. Standard charges will be quoted and if additional freight is incurred due to delays in off loading, those costs will be invoiced.*

## 8. FINANCIAL

*This section (8 through 8.2) is acceptable to EPIC*

### 8.1 PAYMENT

Upon review and acceptance by the State of invoice, payments for invoices will be made within 10-15 days of receipt, providing all required information, documents and/or attachments have been received.

### 8.2 BILLING

- 8.2.1 The State does not issue payment prior to receipt of goods or services.
- 8.2.2 The vendor must bill the State as outlined in the approved contract and/or payment schedule.



**Other Informational Material**

# STATE OF NEVADA VENDOR REGISTRATION



Mail or fax to:  
**STATE PURCHASING**  
 515 E MUSSER ST STE 300  
 CARSON CITY NV 89701  
 PHONE: 775/684-0187  
 FAX: 775/684-0188

**All sections are mandatory and require completion. IRS Form W-9 will not be accepted in lieu of this form.**

**1. NAME** For proprietorship, provide proprietor's name in first box and DBA in second box.

Legal Business Name, Proprietor's Name or Individual's Name <b>EPIC Aviation, LLC</b>	Doing Business As (DBA)
--	-------------------------

**2. ADDRESS/CONTACT INFORMATION**

Address A – Physical address of <input checked="" type="checkbox"/> Company Headquarters <input type="checkbox"/> Individual's Residence Is this a US Post Office deliverable address? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Address B <input type="checkbox"/> Additional Remittance – PO Box, Lockbox or another physical location.		
Address <b>3841 Fairview Industrial Drive</b>			Address		
Address <b>Suite 150</b>			Address		
City <b>Salem</b>	State <b>OR</b>	Zip Code <b>97302</b>	City	State	Zip Code
E-mail Address			E-mail Address		
Phone Number	Fax Number		Phone Number	Fax Number	
Primary Contact			Primary Contact		

**3. ORGANIZATION TYPE AND TAX IDENTIFICATION NUMBER (TIN)** Check only **one** organization type and supply the applicable Social Security Number (SSN) or Employee Identification Number (EIN). For proprietorship, provide SSN or EIN, not both.

<input type="checkbox"/> Individual (SSN)	<input type="checkbox"/> LLC tax classification:	SSN
<input type="checkbox"/> Sole Proprietorship (SSN or EIN)	<input type="checkbox"/> Disregarded Entity	Name associated with SSN: <b>Downstream Aviation LP</b>
<input type="checkbox"/> Partnership (EIN)	<input type="checkbox"/> Partnership	<b>EIN 74-3207188</b>
<input checked="" type="checkbox"/> Corporation (EIN)	<input type="checkbox"/> Corporation	New TIN? <input type="checkbox"/> No <input type="checkbox"/> Yes – Provide previous TIN & effective date.
<input type="checkbox"/> Government (EIN)		Previous TIN: _____ Date: _____
<input type="checkbox"/> Tax Exempt/Nonprofit (EIN)		
<input type="checkbox"/> Trust/estate (SSN or EIN)		

**OTHER INFORMATION** Check all that apply.

<input type="checkbox"/> Doctor or Medical Facility	<input type="checkbox"/> In-State (Nevada)	<input type="checkbox"/> Nevada Business License Number:
<input type="checkbox"/> Attorney or Legal Facility	<input type="checkbox"/> DBE Certificate #:	

**4. ELECTRONIC FUNDS TRANSFER** *Per NRS 227, payment to all payees of the State of Nevada will be electronic.*

Complete the following information **AND** provide a copy of a voided imprinted check for the account. If there are no checks for the account, restate the bank information on company letterhead. Individuals may provide a signed letter. **A deposit slip will not be accepted.** For a savings account, provide a signed letter with the bank information. Information on this form and the support documentation **must match**. Allow 10 working days for activation.

The information is for address <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> Both		
Bank Name <b>See attached</b>	Bank Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Provide an e-mail address for receiving Direct Deposit Remittance Advices.
Transit Routing Number <b>Attached</b>	Bank Account Number	

Do not have a bank account.

**5. IRS FORM W-9 CERTIFICATION AND SIGNATURE**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (as defined by IRS Form W-9 rev January 2011).

Cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

Signature <i>Patrick W McEnty</i>	Print Name & Title of Person Signing Form <b>Patrick W McEnty</b>	Date <b>11-17-2014</b>
--------------------------------------	--	---------------------------

<b>FOR STATE CONTROLLER'S OFFICE USE ONLY</b>		Name of State agency contact & phone number:
Primary 1099 Vendor <input type="checkbox"/>	1099 Indicator <input type="checkbox"/> Yes <input type="checkbox"/> No	Comments
Entered By	Date	

## Registration Instructions

### General Instructions:

1. The substitute IRS Form W-9 is for the use of United States entities only. Non-US entities must submit an IRS Form W-8.
2. Type or legibly print all information except for signature.
3. All sections are mandatory and require completion.

### Specific Information:

#### 1. NAME

- a. Partnership, Corporation, Government or Nonprofit – Enter legal business name as registered with the Internal Revenue Service (IRS) in first box. If the company operates under another name, provide it in the second box.
- b. Proprietorship – Enter the proprietor's name in the first box and the business name (DBA) in the second box.
- c. Individual – Name must be as registered with the Social Security Administration (SSA) for the Social Security number (SSN) listed in Section 3.

#### 2. ADDRESS/CONTACT INFORMATION

- a. Address A – *If the address is non-deliverable by the United States Postal Service, complete both Address A and B sections.*  
Company – Provide physical location of company headquarters.  
Individual – Provide physical location of residence.  
E-mail – Provide complete e-mail address when available.  
Telephone Number – Include area code.  
Fax Number – Include area code.  
Primary Contact – Person (and phone number or extension) to be contacted for payment-related questions or issues.
- b. Address B – Provide additional remittance address and related information when appropriate.

#### 3. ORGANIZATION TYPE AND TAX IDENTIFICATION NUMBER (TIN)

- a. Individual – A person that has no association with a business.
- b. Proprietorship – A business owned by one person.
- c. Partnership – A business with more than one owner and not a corporation.
- d. Corporation – A business that may have many owners with each owner liable only for the amount of his investment in the business.
- e. LLC – Limited Liability Company. *Must mark appropriate classification – disregarded entity, partnership or corporation.*
- f. Government – The federal government, a state or local government, or instrumentality, agency, or subdivision thereof.
- g. Tax Exempt/Nonprofit – Organization exempt from federal income tax under section 501(a) or 501(c)(3) of the Internal Revenue Code.
- h. Doctor or Medical Facility – Person or facility related to practice of medicine.
- i. Attorney or Legal Facility – Person or facility related to practice of law.
- j. In-state – Nevada entity.
- k. Disadvantaged Business Enterprise (DBE) – A small business enterprise that is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals. *Provide certification number.* See <http://www.nevadadbe.com> for certification information.
- l. Nevada Business License number – Current NV business license number which was issued by the NV Secretary of State.
- m. The Taxpayer Identification Number (TIN) is always a 9-digit number. It will be a Social Security Number (SSN) assigned to an individual by the SSA or an Employer Identification Number (EIN) assigned to a business or other entity by the IRS. *Per the IRS, use the owner's social security number for a proprietorship.*

#### 4. ELECTRONIC FUNDS TRANSFER

Per NRS 227, payment to all payees of the State of Nevada will be electronic. Provide a copy of a voided imprinted check or restate bank information on letterhead. *A deposit slip will not be accepted.* Information on this form and the support documentation must match.

- a. Bank Name – The name of the bank where account is held.
- b. Bank Account Type – Indicate whether the account is checking or savings.
- c. Transit Routing Number – Enter the 9-digit Transit Routing Number.
- d. Bank Account Number – Enter bank account number.
- e. Direct Deposit Remittance Advice – Direct Deposit Remittance Advices are sent via e-mail when possible. Companies should provide an address that will not change, i.e. [accounting@business.com](mailto:accounting@business.com).

#### 5. IRS FORM W-9 CERTIFICATION AND SIGNATURE

- a. The Certification is copied from IRS Form W-9 (rev. January 2011). See IRS Form W-9 for further information.
- b. The Signature should be provided by the individual, owner, officer, legal representative or other authorized person of the entity listed on the form.
- c. Print the name and title, when applicable, of the person signing the form.
- d. Enter the date the form was signed. Forms over three years old will not be processed.

**Do not complete any remaining areas. They are for State of Nevada use only.**

Mail or Fax signed form to:

NEVADA STATE PURCHASING  
515 E MUSSER ST STE 300  
CARSON CITY NV 89701  
Fax: 775/684-0188

**Sending to any other location will delay processing.**

Questions can be directed to //S/084-018/.



November 17, 2014

EPIC Aviation, LLC Remittance Address:

EPIC Aviation, LLC  
PO Box 844217  
Dallas, TX 75284 4217

Overnight Delivery Address:

Bank of America Lock Box Services  
EPIC Aviation, LLC  
Lock Box 844217  
1950 N Stemmons Freeway  
Dallas, TX 75207

EPIC Aviation, LLC – Bank Advice:

*Wire Transfers* should be sent as follows:

Account Name: EPIC Aviation, LLC  
Account Number: 1233555749  
ABA Number: 026009593  
Address: Bank of America  
100 W 33<sup>rd</sup> Street  
New York, NY 10001

*ACH Credits* should be sent as follows:

Account Name: EPIC Aviation, LLC  
Account Number: 1233555749  
ABA Number: 122000030

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Downstream Aviation, LP</b>	
	Business name/disregarded entity name, if different from above <b>EPIC Aviation, LLC --or-- EPIC Card Services LLC</b>	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) <b>PO Box 12249</b>	Requester's name and address (optional)
	City, state, and ZIP code <b>Salem, OR 97309-0249</b>	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
7	4	-	3	2	0	7	1	8

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>5-14-2017</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.