

State of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

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State of Nevada

Purchasing Division

## **Request for Qualifications: 3064**

For

# **BULK FUEL PURCHASE AND DELIVERY SERVICE**

Release Date: August 19, 2013

Deadline for Submission and Opening Date and Time: October 9, 2013 @ 2:00 PM

*Refer to Section 11, RFQ Timeline for the complete RFQ schedule*

For additional information, please contact:

Nancy Feser, Buyer

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*Refer to Section 12 for instructions on submitting proposals*

## 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	
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V2	Street Address	
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V3	City, State, ZIP	
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V4	Telephone Number	
	Area Code:	Number:

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

V7	<b><i>Contact Person for Questions / Contract Negotiations, including address if different than above</i></b>	
	Name:	
	Title:	
	Address:	
Email Address:		

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

V10	<b><i>Name of Individual Authorized to Bind the Organization</i></b>	
	Name:	Title:

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

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Vendors' exceptions and/or assumptions should be clearly stated in *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFQ*. Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).

**Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to, NRS 281A and the Governor's Proclamation, which can be found on the Purchasing Division's website (<http://purchasing.state.nv.us>).**

**1. PROJECT OVERVIEW**

The State of Nevada Purchasing Division is seeking proposals from qualified vendors to provide Bulk Fuel Purchase and Delivery services statewide on an as needed basis for State owned tanks. The intent of this RFQ is to qualify vendors in which agencies' will request quotes from the list of qualified vendors. The RFQ does not hold awarded vendors to any prices, nor does it obligate the State to purchase goods or services from all awarded vendors. The purchase amount will be controlled by the individual using agencies through a purchase order submitted to and accepted by the vendor.

The States objective is to award contracts on a statewide basis. However, proposals maybe considered by region or by county. Vendor's proposals must identify the region the services are being offered, and specify fuel types to be provided.

This contract will be mandatory for State agencies. The University and Community College System, the Court System, the Legislative Counsel Bureau, and Political Subdivisions (i.e., cities, counties, school districts, etc.) may use the contract(s) resulting from this RFQ; however, they are not required to do so.

The State Purchasing Division will administer contract(s) resulting from this RFQ. The resulting contract(s) will be for an initial contract term of two years, anticipated to begin February 1, 2014, subject to Board of Examiners approval, with an option to renew for two (2) additional years, if agreed upon by both parties and in the best interests of the State.

**2. ACRONYMS/DEFINITIONS**

For the purposes of this RFQ, the following acronyms/definitions will be used:

<b>Acronym</b>	<b>Description</b>
<i><b>Assumption</b></i>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<i><b>Awarded Vendor</b></i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFQ.
<i><b>BOE</b></i>	State of Nevada Board of Examiners.

<b>Acronym</b>	<b>Description</b>
<b><i>Confidential Information</i></b>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).
<b><i>Contract Approval Date</i></b>	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
<b><i>Contract Award Date</i></b>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<b><i>Contractor</i></b>	The company or organization that has an approved contract with the State of Nevada for services identified in this RFQ. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
<b><i>Cross Reference</i></b>	A reference from one document/section to another document/section containing related material.
<b><i>Customer</i></b>	Department, Division or Agency of the State of Nevada.
<b><i>Division/Agency</i></b>	The Division/Agency requesting services as identified in this RFQ.
<b><i>Evaluation Committee</i></b>	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFQ pursuant to NRS 333.335.
<b><i>Exception</i></b>	A formal objection taken to any statement/requirement identified within the RFQ.
<b><i>Goods</i></b>	The term “goods” as used in this RFQ has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, “supplies”, “materials”, “equipment”, and “commodities”, as those terms are used in NRS Chapter 333.
<b><i>Key Personnel</i></b>	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
<b><i>LCB</i></b>	Legislative Counsel Bureau.
<b><i>LOI</i></b>	Letter of Intent - notification of the State’s intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.

<b>Acronym</b>	<b>Description</b>
<i>May</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>NAC</i>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: <a href="http://www.leg.state.nv.us">www.leg.state.nv.us</a> .
<i>NOA</i>	Notice of Award – formal notification of the State’s decision to award a contract, pending Board of Examiners’ approval of said contract, any non-confidential information becomes available upon written request.
<i>NRS</i>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: <a href="http://www.leg.state.nv.us">www.leg.state.nv.us</a> .
<i>Pacific Time (PT)</i>	Unless otherwise stated, all references to time in this RFQ and any subsequent contract are understood to be Pacific Time.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
<i>Public Record</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
<i>Redacted</i>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<i>RFQ</i>	Request for Qualification - a written statement which sets forth the requirements and qualifications of a contract to be awarded by competitive selection.
<i>Shall</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>State</i>	The State of Nevada and any agency identified herein.

<b>Acronym</b>	<b>Description</b>
<i>Subcontractor</i>	Third party, not directly employed by the contractor, who will provide services identified in this RFQ. This does not include third parties who provide support or incidental services to the contractor.
<i>Trade Secret</i>	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<i>User</i>	Department, Division, Agency or County of the State of Nevada.
<i>Vendor</i>	Organization/individual submitting a proposal in response to this RFQ.
<i>Will</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

## 2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. Note: When January 1<sup>st</sup>, July 4<sup>th</sup>, November 11<sup>th</sup> or December 25<sup>th</sup> falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

<b>Holiday</b>	<b>Day Observed</b>
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

### 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.
- 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.
- 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.
- 3.2.4 Vendor must specify the region services will be provided, per *Attachment H, Bulk Fuel Tank Delivery Locations*.
- 3.2.5 Vendor must specify types of fuel(s) to be provided. Aviation fuel supplied must meet ASTM-D1655 standards for Jet Fuel.

#### 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.



- 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.
- 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.
  - 3.3.3.2 Class A, Blended Gasoline, to include Octane (as defined by ASTM) blended gasoline and Octane gasoline.
  - 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).
  - 3.3.3.5 Propane.
  - 3.3.3.6 Red-dyed diesel or "off-road" diesel.
  - 3.3.3.7 Ethanol 85 (E85).
  - 3.3.3.8 Liquefied Natural Gas (LNG).
  - 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 .
  - 3.3.3.10 Reformulated Gasoline (RFG).
- 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.

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 USED FOR THE MAINTENANCE AND DELIVERY OF CLEAN AVIATION FUELS (1<sup>ST</sup> EDITION, ISBN 978-0-85293-482-1).

### **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”.
- 3.4.1.2 All transfers of product received at the identified delivery location shall be supported by a Refinery Certificate of Quality.
- 3.4.1.3 Release Certificate of Bill of Lading containing at least the following information: supplier, date and hour of loading.
- 3.4.1.4 API gravity at 60 degrees F/density at 15c.
- 3.4.1.5 Batch number related to the origin of the product.
- 3.4.1.6 Type quantity of additives, and confirmation of compliance to governing specification.
- 3.4.1.7 Release Certificate/Bill of Lading shall be signed by an authorized Quality Control Officer or inspector at terminal loading facility.
- 3.4.1.8 A flush certificate is required whenever a flushing has been conducted on the delivery equipment.
- 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.
- 3.4.1.10 Minimum requirements for the acceptance of aviation fuels delivered by transport truck into State storage tanks include a State representative overseeing the control checks, hose hook-up and hose disconnection, 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

- 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

3.4.3.1 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.
- 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.

### **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.

### **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.

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).

**6. COMPANY BACKGROUND AND REFERENCES**

**6.1 VENDOR INFORMATION**

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

Question	Response
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters:	
Location(s) of the company offices:	
Location(s) of the office that will provide the services described in this RFQ:	
Number of employees locally with the expertise to support the requirements identified in this RFQ:	
Number of employees nationally with the expertise to support the requirements in this RFQ:	
Location(s) from which employees will be assigned for this project:	

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>.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

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

Yes		No	
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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	
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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	
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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	
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If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

Question	Response
Date of alleged contract failure or	

Question	Response	
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		No	
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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.
- 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.
- 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**.

6.1.11.1 Dun and Bradstreet Number

6.1.11.2 Federal Tax Identification Number



## 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	
-----	--	----	--

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.

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

- A. Describe the relevant contractual arrangements;
- 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
- C. Describe your previous experience with subcontractor(s).

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

- A. Selecting and qualifying appropriate subcontractors for the project/contract;
- B. Ensuring subcontractor compliance with the overall performance objectives for the project;
- C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and
- 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.

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

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

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.

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.

**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>			
<b>Company Name:</b>			
<i>Identify role company will have for this RFQ project (check one):</i>			
	<b>VENDOR</b>		<b>SUBCONTRACTOR</b>
Project Name:			
<b>Primary Contact Information</b>			
Name:			
Street Address:			
City, State, Zip			
Phone, including area code:			
Facsimile, including area code:			
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*.

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

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.

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.

## 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.**

## 8. FINANCIAL

### 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.

## 9. PRE PROPOSAL CONFERENCE

9.1 A voluntary pre proposal conference will be held on September 4, 2013 @ 10:00 AM. It will be held in the North at the Legislative Council Bureau, 401 South Carson St., Room 3138, Carson City, NV. along with a video conference in the South, at the Sawyer Office Building, 555 E. Washington Ave., Room 4412E, Las Vegas NV.. Representatives of the Purchasing Division will be present at both locations to address questions about the RFQ. Vendors may also participate via teleconference by calling 1-877-336-1839, Access Code 2967026#.

## 10. WRITTEN QUESTIONS AND ANSWERS

10.1 **In addition to the pre proposal conference, the Purchasing Division will accept questions and/or comments in writing, received by email regarding this RFQ.**

- 10.1.1 The RFQ Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at <http://purchasing.state.nv.us/services/sdocs.htm>. Select this RFQ number and the “Question” link.
- 10.1.2 The deadline for submitting questions is as specified in *Section 11, RFQ Timeline*.
- 10.1.3 All questions and/or comments will be addressed in writing and responses emailed or faxed to prospective vendors on or about the date specified in *Section 11, RFQ Timeline*.

**11. RFQ TIMELINE**

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.

<b>Task</b>	<b>Date/Time</b>
Deadline for submitting questions	09/11/13 @ 2:00 PM
Answers posted to website	On or about 09/18/2013
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 10/07/2013
Deadline for submission and opening of proposals	No later than 2:00 PM on 10/09/2013
Evaluation period (approximate time frame)	10/09/2013 – 10/23/2013
Selection of vendor	On or about 10/23/2013
Anticipated BOE approval	01/14/2014
Contract start date (contingent upon BOE approval)	02/01/2014

**12. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT**

**12.1 GENERAL SUBMISSION REQUIREMENTS**

Vendors’ proposals must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements. Proposals will have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as “confidential” as defined within *Section 2, Acronyms/Definitions*.

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with *Section 12.3, Part I B – Confidential Technical and Section 12.4, Part II Confidential Financial*. Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on *Attachment A, Confidentiality and Certification of Indemnification* and comply with the requirements stated in *Section 12.5, Confidentiality of Proposals*.

The required CDs must contain information as specified in *Section 12.5.4*.

Detailed instructions on proposal submission and packaging follows and vendors must submit their proposals as identified in the following sections. Proposals and CDs that do not comply with the following requirements may be deemed non-responsive and rejected at the State's discretion.

- 12.1.1 All information is to be completed as requested.
- 12.1.2 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified in the following sections.
- 12.1.3 Although it is a public opening, only the names of the vendors submitting proposals will be announced per NRS 333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFQ opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.
- 12.1.4 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.
- 12.1.5 For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFQ and must be presented in the same order. Written responses must be placed immediately following the applicable RFQ question, statement and/or section and must be presented in a style/format that is easily distinguishable from RFQ language. Exceptions/assumptions to this may be considered during the evaluation process.
- 12.1.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFQ are not desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFQ, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

The State of Nevada, in its continuing efforts to reduce solid waste and to further recycling efforts requests that proposals, to the extent possible and practical:

- 12.1.6.1 Be submitted on recycled paper;
  - 12.1.6.2 Not include pages of unnecessary advertising;
  - 12.1.6.3 Be printed on both sides of each sheet of paper; and
  - 12.1.6.4 Be contained in re-usable binders rather than with spiral or glued bindings.
- 12.1.7 For purposes of addressing questions concerning this RFQ, the sole contact will be the Purchasing Division as specified on Page 1 of this RFQ. Upon issuance of this RFQ, other employees and representatives of the agencies identified in the RFQ will not answer questions or otherwise discuss the contents of this RFQ with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 12.1.8 Any vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be received no later than the deadline for submission of questions.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFQ.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

- 12.1.9 If a vendor changes any material RFQ language, vendor's response may be deemed non-responsive per NRS 333.311.

## **12.2 PART I A – TECHNICAL PROPOSAL**

### **12.2.1 Submission Requirements**

#### **12.2.1.1 Technical proposal must include:**

- A. One (1) original marked "MASTER"; and
- B. Eight (8) identical copies.

12.2.1.2 The technical proposal ***must not include*** confidential technical information (refer to ***Section 12.3, Part I B, Confidential Technical***) or project costs. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

## 12.2.2 Format and Content

### 12.2.2.1 Tab I – Title Page

The title page must include the following:

- A. Part I A - Technical Proposal for: Bulk Fuel Purchase and Delivery Service
- B. RFQ 3064
- C. Name and Address of the vendor
- D. Proposal Opening Date: October 9, 2013
- E. Proposal Opening Time: 2:00 PM

### 12.2.2.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

### 12.2.2.3 Tab III – Vendor Information Sheet

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

### 12.2.2.4 Tab IV – State Documents

The State documents tab must include the following:

- A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- D. A copy of vendor’s Certificate of Insurance identifying the coverages and minimum limits currently in effect.

- E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- F. Copies of applicable certifications and/or licenses.

#### 12.2.2.5 Tab V - Attachment B

- A. 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.
- B. In order for any technical exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables in ***Attachment B***.
- C. Only technical exceptions and/or assumptions should be identified on this attachment.
- D. 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.
- E. 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 ***Attachment B***.

#### 12.2.2.6 Tab VI – Section 3.2 –Minimum Qualifications

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFQ question, statement and/or section.

#### 12.2.2.7 Tab VII– Section 6 – Company Background and References

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFQ question, statement and/or section. This section must also include the requested information in ***Section 6.2, Subcontractor Information***, if applicable.

#### 12.2.2.8 Tab IX – Other Informational Material

Vendors must include any other applicable reference material in this section clearly cross referenced with the proposal.

### 12.3 PART I B – CONFIDENTIAL TECHNICAL



Vendors only need to submit Part I B if the proposal includes any confidential technical information (*Refer to Attachment A, Confidentiality and Certification of Indemnification*).

12.3.1 Submission Requirements, if confidential technical information is being submitted.

12.3.1.1 Confidential technical information must include:

- A. One (1) original marked “MASTER”; and
- B. Eight (8) identical copies.

12.3.2 Format and Content

12.3.2.1 Tab I – Title Page

The title page must include the following:

- A. Part I B - Confidential Technical for: “Bulk Fuel Purchase and Delivery Service”
- B. RFQ 3064
- C. Name and Address of the vendor
- D. Proposal Opening Date: October 9, 2013
- E. Proposal Opening Time: 2:00 PM

12.3.2.2 Tabs – Confidential Technical

Vendors must have tabs in the confidential technical information that cross reference back to the technical proposal, as applicable.

## **12.4 PART II – CONFIDENTIAL FINANCIAL**

12.4.1 Submission Requirements

12.4.1.1 Confidential financial information must include:

- A. One (1) original marked “MASTER”; and
- B. One (1) identical copy.

12.4.2 Format and Content

12.4.2.1 Tab I – Title Page

The title page must include the following:

- A. Part II - Confidential Financial for: “Bulk Fuel Purchase and Delivery Service”
- B. RFQ 3064
- C. Name and Address of the vendor
- D. Proposal Opening Date: October 9, 2013
- E. Proposal Opening Time: 2:00 PM

12.4.2.2 Tab II – Financial Information and Documentation

- A. Dun and Bradstreet Number
- B. The completed Attachment G, State of Nevada Registration Substitute IRS Form W-9

## 12.5 CONFIDENTIALITY OF PROPOSALS

- 12.5.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
- 12.5.2 Vendors are required to submit written documentation in accordance with *Attachment A, Confidentiality and Certification of Indemnification* demonstrating the material within the proposal marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to these requirements will cause your proposal to be deemed non-compliant and will not be accepted by the State of Nevada.
- 12.5.3 Vendors acknowledge that material not marked as “confidential” will become public record upon contract award.
- 12.5.4 The required CDs must contain the following:
  - 12.5.4.1 One (1) “**Master**” CD with an exact duplicate of the technical proposal contents only. The electronic files must follow the format and content section for the technical. The CD must be packaged in a case and clearly labeled as follows:
    - A. RFQ No;
    - B. Vendor’s Name;
    - C. Part IA – Technical Proposal; and
    - D. Part IB – Confidential Technical.
  - 12.5.4.2 One (1) “**Public Records CD**” with the technical contents to be used for public records requests. This CD **must not** contain any confidential or proprietary information. The electronic files must follow the format

and content section for the redacted versions of the technical and cost proposal. The CD must be packaged in a case and clearly labeled as follows:

- A. Public Records CD;
- B. RFQ No;
- C. Vendor's Name; and
- D. Part IA – Technical Proposal for Public Records Request.

12.5.5 It is the vendor's responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. 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 release of said information.

## 12.6 PROPOSAL PACKAGING

- 12.6.1 If the separately sealed technical as well as confidential technical information and financial documentation, marked as required, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows:
- 12.6.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

<b>Nancy Feser, Buyer State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFQ:</b>	3064
<b>PROPOSAL OPENING DATE:</b>	October 9, 2013
<b>PROPOSAL OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Bulk Fuel Purchase and Delivery Service
<b>VENDOR'S NAME:</b>	

- 12.6.3 Proposals ***must be received at the address referenced below no later than the date and time specified in Section 11, RFQ Timeline.*** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.
- 12.6.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will NOT be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFQ document. Proposal may be modified by facsimile, e-mail or written notice provided such notice is received prior to the opening of the proposals.

- 12.6.5 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

<b>Nancy Feser, Buyer State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFQ:</b>	3064
<b>PROPOSAL COMPONENT:</b>	Part I A – Technical
<b>PROPOSAL OPENING DATE:</b>	October 9, 2013
<b>PROPOSAL OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Bulk Fuel Purchase and Delivery Service
<b>VENDOR'S NAME:</b>	

- 12.6.6 If applicable, confidential technical information shall be submitted to the State in a sealed package and be clearly marked as follows:

<b>Nancy Feser, Buyer State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFQ:</b>	3064
<b>PROPOSAL COMPONENT:</b>	Part I B – Confidential Technical
<b>PROPOSAL OPENING DATE:</b>	October 9, 2013
<b>PROPOSAL OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Bulk Fuel Purchase and Delivery Service
<b>VENDOR'S NAME:</b>	

- 12.6.7 Confidential financial information shall be submitted to the State in a sealed package and be clearly marked as follows:

<b>Nancy Feser, Buyer State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFQ:</b>	3064
<b>PROPOSAL COMPONENT:</b>	Part II – Confidential Financial Information
<b>PROPOSAL OPENING DATE:</b>	October 9, 2013
<b>PROPOSAL OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Bulk Fuel Purchase and Delivery Service
<b>VENDOR'S NAME:</b>	

- 12.6.8 The CDs shall be submitted to the State in a sealed package and be clearly marked as follows:

<b>Nancy Feser, Buyer State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
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<b>RFQ:</b>	3064
<b>PROPOSAL COMPONENT:</b>	CDs
<b>PROPOSAL OPENING DATE:</b>	October 9, 2013
<b>PROPOSAL OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	Bulk Fuel Purchase and Delivery Service
<b>VENDOR'S NAME:</b>	

### 13. QUALIFICATION EVALUATION AND AWARD PROCESS

*The information in this section does not need to be returned with the vendor's proposal.*

- 13.1** General Minimum Qualifications shall be evaluated on a pass/fail basis. Only vendors who meet the General Minimum Qualifications will have their Technical Proposals considered.
- 13.2** Technical Proposals shall be consistently evaluated and scored in accordance with NRS §333.335 based upon the following criteria listed below:
- 13.2.1 Demonstrated competence
  - 13.2.2 Experience in performance of comparable engagements
  - 13.2.3 Conformance with the terms of this RFQ
  - 13.2.4 Expertise and availability of key personnel
  - 13.2.5 Cost – Agencies required to call all qualified vendors to provide quotes as needed for location.

Note: Financial stability will be scored on a pass/fail basis.

Proposals shall be kept confidential until a contract is awarded.

- 13.3** The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada per NRS 333.335(5).
- 13.4** Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS 333.335.

**13.5** Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive per NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors. Any modifications made to the original proposal during the best and final negotiations will be included as part of the contract.

**13.6** A Notification of Intent to Award shall be issued in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required.

Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFQ.

**13.7** Any contract resulting from this RFQ shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

## **14. TERMS AND CONDITIONS**

### **14.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS**

*The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they MUST be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.*

14.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.

14.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFQ, or to withdraw this RFQ, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.

14.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.

14.1.4 For ease of responding to the RFQ, vendors are encouraged to download the RFQ from the Purchasing Division's website at <http://purchasing.state.nv.us>.

- 14.1.5 The failure to separately package and clearly mark *Part I B and Part II* – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 14.1.6 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.
- 14.1.7 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).
- 14.1.8 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).
- 14.1.9 Any irregularities or lack of clarity in the RFQ should be brought to the Purchasing Division designee’s attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 14.1.10 Descriptions on how any and all services and/or equipment will be used to meet the requirements of this RFQ shall be given, in detail, along with any additional informational documents that are appropriately marked.
- 14.1.11 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFQ or by addendum or amendment.
- 14.1.12 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 14.1.13 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.
- 14.1.14 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS 333.350(3).
- 14.1.15 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFQ. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.

- 14.1.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFQ, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 14.1.17 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal, confidential technical proposal, and confidential financial information of each response shall be retained for official files.
- 14.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 14.1.19 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

## 14.2 CONTRACT TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they MUST be documented in Attachment B. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.*

- 14.2.1 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFQ, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 14.2.2 The awarded vendor must maintain, for the duration of its contract, insurance coverage's as set forth in the Insurance Schedule of the contract form appended to this RFQ. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage's. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
- 14.2.3 Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the attached Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described within this RFQ. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.



- 14.2.4 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325, see link available in acronyms/definitions.
- 14.2.5 **Attachment B** of this RFQ shall constitute an agreement to all terms and conditions specified in the RFQ, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered.
- 14.2.6 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the RFQ together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFQ, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 14.2.7 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFQ and any local government may join or use any contract resulting from this RFQ subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFQ.
- 14.2.8 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 14.2.9 Pursuant to NRS 613 in connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

### 14.3 PROJECT TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order*

for any exceptions and/or assumptions to be considered they **MUST** be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

#### 14.3.1 Award of Related Contracts

14.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

14.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

#### 14.3.2 Products and/or Alternatives

14.3.2.1 The vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes in order to function properly on the vendor's system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.

14.3.2.2 An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFQ.

14.3.2.3 The State, at its sole discretion, will determine if the proposed alternative meets the intent of the original RFQ requirement.

#### 14.3.3 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and will reimburse the State for any loss or damage.

#### 14.3.4 Inspection/Acceptance of Work

14.3.4.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.

14.3.4.2 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.

14.3.4.3 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.

#### 14.3.5 Right to Publish

14.3.5.1 All requests for the publication or release of any information pertaining to this RFQ and any subsequent contract must be in writing and sent to the Administrator of Purchasing Division or designee.

14.3.5.2 No announcement concerning the award of a contract as a result of this RFQ can be made without prior written approval of the Administrator of Purchasing Division or designee.

14.3.5.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.

14.3.5.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the Administrator of Purchasing Division or designee.

14.3.5.5 Throughout the term of the contract, the contractor must secure the written approval of the State per **Section 14.3.5.2** prior to the release of any information pertaining to work or activities covered by the contract.

## 15. SUBMISSION CHECKLIST

This checklist is provided for vendor’s convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

<b>Part I A– Technical Proposal Submission Requirements</b>		<b>Completed</b>
Required number of General Minimum Qualifications Proposals per submission requirements		
One (1) Master CD with only the contents of the General Minimum Qualifications proposals		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information Sheet	
Tab IV	State Documents	
Tab V	Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFQ	
Tab VI	Section 3.2 –Minimum Qualifications	
Tab VII	Section 6 – Company Background and References	
Tab VIII	Other Information Material	
<b>Part I B – Confidential Technical Submission Requirements</b>		
Required number of Confidential Technical Proposals per submission requirements		
Tab I	Title Page	
Tabs	Appropriate tabs and information that cross reference back to the technical proposal	
<b>Part II – Confidential Financial Submission Requirements</b>		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
<b>CDs Required</b>		
One (1)	Master CD with the technical and confidential technical contents only	
One (1)	Public Records CD with the technical contents only	
<b>Reference Questionnaire Reminders</b>		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A completed, if applicable)		

**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.*

<b>Part I B – Confidential Technical Information</b>			
YES		NO	
<b>Justification for Confidential Status</b>			

<b>A Public Records CD has been included for the Technical and Cost Proposal</b>			
YES		NO	

<b>Part II – Confidential Financial Information</b>			
YES		NO	
<b>Justification for Confidential Status</b>			

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

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

**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.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

*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)

**ASSUMPTION SUMMARY FORM**

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

This document must be submitted in Tab V 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.

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Vendor Company Name

---

Vendor Signature

---

Print Name

---

Date

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

## ATTACHMENT D – CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFQ. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal.

If exceptions and/or assumptions require a change to the Contract Form, vendors *must* provide the specific language that is being proposed on *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*.

Please pay particular attention to the insurance requirements, as specified in *Paragraph 16 of the embedded contract and Attachment E, Insurance Schedule for RFQ 3064*.



Contract For  
Services Of Independ

*To open the document, double click on the icon.*

*If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at [srvpurch@admin.nv.gov](mailto:srvpurch@admin.nv.gov) for an emailed copy.*



## ATTACHMENT E – INSURANCE SCHEDULE FOR RFQ 3064

The following Insurance Schedule is provided as a courtesy to vendors interested in responding to this RFQ. Please review the terms and conditions in the Insurance Schedule, as this is the standard insurance schedule used by the State for all services of independent contractors.

If exceptions and/or assumptions require a change to the Insurance Schedule, vendors **must** provide the specific language that is being proposed on ***Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.***



Insurance Schedule  
RFQ 3064.doc

*To open the document, double click on the icon.*

*If you are unable to access the above inserted file  
once you have doubled clicked on the icon,  
please contact Nevada State Purchasing at  
[srvpurch@admin.nv.gov](mailto:srvpurch@admin.nv.gov) for an emailed copy.*

## ATTACHMENT F – REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFQ process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

<b>INSTRUCTIONS TO PROPOSING VENDOR</b>	
1.	Proposing vendor or vendor’s proposed subcontractor <b>MUST</b> complete Part A of the Reference Questionnaire.
2.	Proposing vendor <b>MUST</b> send the following Reference Questionnaire to <b>EACH</b> business reference listed for completion of Part B, Part C and Part D.
3.	<p>Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:</p> <p style="margin-left: 40px;">State of Nevada, Purchasing Division            Subject:     <b>RFQ 3064</b>            Attention:   <b>Keli Hardcastle</b>            Email:        <a href="mailto:RFPdocs@admin.nv.gov">RFPdocs@admin.nv.gov</a>            Fax:           775-684-0188</p> <p>Please reference the RFQ number in the subject line of the email or on the fax.</p>
4.	The completed Reference Questionnaire <b>MUST</b> be received no later than 4:30 PM PT <u>10/07/2013</u>
5.	Business references are <b>NOT</b> to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFQ cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process.



Business Reference  
RFQ 3064.doc

*To open the document, double click on the icon.*

*If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at [srvpurch@admin.nv.gov](mailto:srvpurch@admin.nv.gov) for an emailed copy.*

## ATTACHMENT G – STATE OF NEVADA REGISTRATION SUBSTITUTE IRS FROM W-9

The completed form must be included in *Tab II, Financial Information and Documentation* of the *Part III – Confidential Financial* proposal submittal.



KTLVEN-05  
Registration.doc

*To open the document, double click on the icon.*

*If you are unable to access the above inserted file  
once you have doubled clicked on the icon,  
please contact Nevada State Purchasing at  
[srvpurch@admin.nv.gov](mailto:srvpurch@admin.nv.gov) for an emailed copy.*

## ATTACHMENT H – BULK FUEL TANK DELIVERY LOCATIONS



Bulk Fuel Tank  
Locations.xls

*To open the document, double click on the icon.*

*If you are unable to access the above inserted file  
once you have doubled clicked on the icon,  
please contact Nevada State Purchasing at  
[srvpurch@admin.nv.gov](mailto:srvpurch@admin.nv.gov) for an emailed copy.*