

State of Nevada
Department of Administration

Purchasing Division

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



Brian Sandoval
Governor

Jeff Mohlenkamp
Director

Greg Smith
Administrator

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

State of Nevada, Purchasing Division

515 E. Musser Street, Suite 300

Carson City, NV 89701

Phone: 775-684-0175

Email address: nfeser@admin.nv.gov

(TTY for Deaf and Hard of Hearing: 1-800-326-6868

Ask the relay agent to dial: 1-775-684-0175/V.)

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	Utah L.P. Gas
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V2	Street Address	1940 North Redwood Road
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V3	City, State, ZIP	Salt Lake City Utah 84116
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V4	Telephone Number	
	Area Code: 801	Number: 355-4201

V5	Facsimile Number	
	Area Code: 801	Number: 355-4203

V6	Toll Free Number	
	Area Code:	Number:

V7	Contact Person for Questions / Contract Negotiations, including address if different than above	
	Name: David Sortor	
	Title: Manager	
	Address: PO Box 16188 Salt Lake City Utah 84116	
Email Address: Mgr.utahlp@hicksgas.com		

V8	Telephone Number for Contact Person	
	Area Code: 801	Number: 301-2828

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

V10	Name of Individual Authorized to Bind the Organization	
	Name: David Sortor	Title: Manager

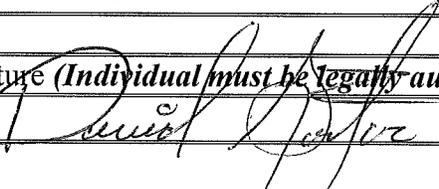
V11	Signature <i>(Individual must be legally authorized to bind the vendor per NRS 333.337)</i>	
	Signature: 	Date: 02-27-2014

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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:

Acronym	Description
<i>Assumption</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>Awarded Vendor</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>BOE</i>	State of Nevada Board of Examiners.

Acronym	Description
<i>Confidential Information</i>	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).
<i>Contract Approval Date</i>	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.
<i>Contract Award Date</i>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<i>Contractor</i>	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.
<i>Cross Reference</i>	A reference from one document/section to another document/section containing related material.
<i>Customer</i>	Department, Division or Agency of the State of Nevada.
<i>Division/Agency</i>	The Division/Agency requesting services as identified in this RFQ.
<i>Evaluation Committee</i>	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.
<i>Exception</i>	A formal objection taken to any statement/requirement identified within the RFQ.
<i>Goods</i>	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.
<i>Key Personnel</i>	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
<i>LCB</i>	Legislative Counsel Bureau.
<i>LOI</i>	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.

Acronym	Description
May	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.
Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
NAC	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us .
NOA	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.
NRS	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us .
Pacific Time (PT)	Unless otherwise stated, all references to time in this RFQ and any subsequent contract are understood to be Pacific Time.
Proprietary Information	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).
Public Record	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]).
Redacted	The process of removing confidential or proprietary information from a document prior to release of information to others.
RFQ	Request for Qualification - a written statement which sets forth the requirements and qualifications of a contract to be awarded by competitive selection.
Shall	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	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.
State	The State of Nevada and any agency identified herein.

Acronym	Description
<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 1st, July 4th, November 11th or December 25th 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.

Holiday	Day Observed
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

HICKSGAS LLC
DBA/ UTAH L.P. GAS
1940 NORTH REDWOOD ROAD
SALT LAKE CITY, UTAH 84116
O. 801-355-4201
F. 801-355-4203

To whom it may concern,

Utah L.P. Gas: operates within 49.CFR, 29 CFR Sections 1910.1201 with applicable certifications

Also operate in compliance Nevada Transportation Authority (NAC 706)

Compliance with Alliance for Uniform Hazmat Transportation Procedures

Program ID number UMP-242502-NV

Nevada State Business License NV20121100029

Currant Nevada LP Gas Board Lic# 1-5052-01

Attached are copies of a currant MSD DATA sheets provided by CONOCO PHILLIPS ,

For HD-5 Propane

Emergency 24 hour Phone number for all service and fuel needs 801-355-4201

Cell numbers may be provided upon request

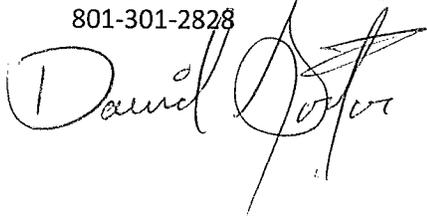
Thank you

David Sortor

Utah L.P. Gas

Mgr.utahlp@hicksgas.com

801-301-2828

A handwritten signature in cursive script, appearing to read "David Sortor", with a stylized flourish at the end.



UTAH DEPARTMENT OF WORKFORCE SERVICES
UNEMPLOYMENT INSURANCE
(801) 526-9235 • (800) 222-2857
Fax (801) 526-9377

March 5, 2012

This rate becomes final in 30 days from the date shown on this notice unless a written appeal is filed setting forth grounds for the appeal. Written appeals should be sent to:

2012 CONTRIBUTION RATE NOTICE

Experience Rating
P.O. Box 45288
Salt Lake City, UT 84145-0288

UTAH LP GAS
1940 N REDWOOD RD
SALT LAKE CITY UT 84116-1245

2012 Taxable Wage Base
\$29,500
2012 Contribution Rate
.009

A Effective Date	B Utah Registration No.	C Benefit Costs July 1, 2007 to June 30, 2011	D Taxable Wages July 1, 2007 to June 30, 2011
January 1, 2012	C 5-076967-3	\$3,966.00	\$893,032

E Benefit Ratio	F Reserve Factor	G Adjusted Benefit Ratio	H Social Costs	I Overall Computed Rate	J Assigned Contribution Rate	Reason
.0044	X 1.3000	= .0057	+ .0040	= .009	.009	

- A Effective Date** - Your new contribution rate becomes effective January 1, 2012. It will be applied to wages paid on or after that date. *This new rate does not apply to your fourth-quarter 2011 report which is due on January 31, 2012.*
- B Utah Registration Number** - Your Utah Employer Identification Number.
- C Benefit Costs** - Unemployment insurance benefit costs charged to your account for the period indicated.
- D Taxable Wages** - Wages subject to contributions reported by you on your quarterly contribution reports for the period shown above.
- E Benefit Ratio** - Item C divided by Item D, carried to four decimals.
- F Reserve Factor** - A factor designed to maintain the Unemployment Trust Fund at an adequate level. It is the same for all employers.
- G Adjusted Benefit Ratio** - Item E multiplied by item F calculated to four decimal places, disregarding the remaining fraction.
- H Social Costs** - Unemployment insurance benefit costs which cannot be charged back to a specific employer. Some examples are benefit costs from employers who are out of business or who have rates above the maximum as set by law. It is added to all employers' rates and is the same for all employers.
- I Overall Computed Rate** - The sum of item G plus item H calculated to three decimal places, disregarding the remaining fraction.
- J Assigned Contribution Rate** - The contribution rate assigned to your business for calendar year 2012. This rate will be the same rate as item I except for the following reasons:
- Your contributions for a prior period have not been paid. Your rate will be changed to the rate shown as Overall Computed Rate (or .070 plus the social costs, whichever is less) effective with the first day of the quarter in which the delinquent contributions are paid.
 - Contributions have not been paid by the previous owner of your business. Your rate will be changed to the rate shown as Overall Computed Rate (or .070 plus the social cost, whichever is less) effective with the first day of the quarter in which the delinquent contributions are paid.
 - Your Overall Computed Rate is above .070 plus the social cost, which is the maximum rate under Utah law except for those employers who have unpaid contributions for the fiscal year ending June 30, 2011.
 - Your assigned rate is based on the special provisions regarding transfers for which you have been previously notified, combining the unemployment experience of all related accounts.

Please note: This is the only copy of this notice you will receive.
You may want to share copies of this information with your accountant or agent.



State of Utah **This form must be type written or computer generated**
 Department of Commerce
 Division of Corporations & Commercial Code
 Application for Authority to Transact Business for a Foreign Limited Liability Company

01/18/2012

Receipt Number: 3825317
Amount Paid: \$70.00

A Certificate of Good Standing/Existence from the state of organization dated no earlier than ninety (90) days prior to filing with the Division is attached.

Non-Refundable Processing Fee: Foreign LLC \$70.00 Series LLC \$70.00 Tribal LLC \$70.00

1. Exact Name of Foreign Limited Liability Company: Hicksgas, LLC

2. This limited liability company of the state/country/tribal nation of: Delaware

3. Date of formation/organization in home state: September 29, 2010 4. Duration: perpetual (Expected Duration)

5. Who/What is the name of the Registered Agent (Individual or Business Entity or Commercial Registered Agent)?
C T Corporation System Registration ID # 7140008-0250

The address must be listed if you have a non-commercial registered agent. What is a commercial registered agent?

Address of the Registered Agent:

Utah Street Address Required, PO Boxes can be listed after the Street Address

City: State UT Zip:

6. Principal place of business: 204 North Rte 54
Street Address
City: Roberts State: IL Zip: 60962

7. The nature of the business or purpose(s) to be conducted or promoted in Utah: LP gas sales and service

8. The limited liability company shall use as its name in Utah:

Hicksgas, LLC dba Utah LP gas

(The limited liability company shall use its name as set forth at the top of this form unless the name is not available for use in Utah.)

9. Clear indication of who is managing the company is required.

10a. Is this foreign limited liability company manager-managed? Yes, No
If YES, you must list the name and business or residence street address of each manager.

10b. Is this foreign limited liability company member-managed? Yes, No
If YES, you must list the name and business or residence street address of each member.

Position	Name	Address	City	State	Zip
MANAGER:	Silverthorne Operating LLC	6120 South Yale Avenue, Suite 805,	Tulsa, OK		74136
MANAGER:					
MEMBER:					
MEMBER:					

Please list additional managers/members (if any) on an attachment
Under penalties of perjury, I declare as a manager or member with management authority of this limited liability company having authority to sign hereto, that this application for authority to transact business has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.
Authorized Signer Signature: *Shawn W. Coady* Name & Title: Shawn W. Coady, President

11. If a foreign entity is a member or manager, you must list the home state where the entity is registered: Delaware

12. The date the limited liability company intends to first transact business in Utah: 01/03/2012

Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

Optional Inclusion of Ownership Information: This information is not required.

Is this a female owned business? Yes No

Is this a minority owned business? Yes No If yes, please specify: Select/Type the race of the owner here

Mailing/Faxing Information: www.corporations.utah.gov/contactus.html Division's Website: www.corporations.utah.gov

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed
and approved on this 18 day of Jan/2012
In this office of this Division and hereby issued
This Certificate thereof.
Examiner: *[Signature]* Date: 1/26/12



Kathy Berg
Kathy Berg
Division Director

8206878-0161

01-18-12A10:39 RCVD

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 (1ST 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 15th 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.

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:	Utah L.P. Gas
Ownership (sole proprietor, partnership, etc.):	LLC
State of incorporation:	Illinois
Date of incorporation:	1940
# of years in business:	74
List of top officers:	Shaun Coady -CEO
Location of company headquarters:	Roberts IL
Location(s) of the company offices:	Roberts IL
Location(s) of the office that will provide the services described in this RFQ:	Salt Lake City, Utah
Number of employees locally with the expertise to support the requirements identified in this RFQ:	10
Number of employees nationally with the expertise to support the requirements in this RFQ:	Approx 850
Location(s) from which employees will be assigned for this project:	Salt Lake City, Utah

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:	1-5052-01
Legal Entity Name:	Hicksgas LLC / DBA Utah L.P. Gas

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

Yes	X	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	X	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:	NDOT
State agency contact name:	Marlene Goddard
Dates when services were performed:	1997 to present Last Delivery 02/28/2014
Type of duties performed:	Propane Delivery
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
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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	X
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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	X	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 coverage's 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	X
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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

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.

Task	Date/Time
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.

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

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:

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

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

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

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

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

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

Nancy Feser, Buyer State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701
--

RFQ:	3064
PROPOSAL COMPONENT:	CDs
PROPOSAL OPENING DATE:	October 9, 2013
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Bulk Fuel Purchase and Delivery Service
VENDOR'S NAME:	Utah L.P. Gas

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.

Part I A– Technical Proposal Submission Requirements		Completed
Required number of General Minimum Qualifications Proposals per submission requirements		8
One (1) Master CD with only the contents of the General Minimum Qualifications proposals		1
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	
Part I B – Confidential Technical Submission Requirements		
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	
Part II – Confidential Financial Submission Requirements		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
CDs Required		
One (1)	Master CD with the technical and confidential technical contents only	
One (1)	Public Records CD with the technical contents only	
Reference Questionnaire Reminders		
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.

Part I B – Confidential Technical Information			
YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

Part II – Confidential Financial Information			
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Justification for Confidential Status			

Hicksgas LLC DBA Utah L.P., Gas

Company Name

David Sortor
Signature

David Sortor
Print Name

2-27-2014
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 X 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.

Hicksgas LLC / DBA Utah L.P. Gas

Company Name

Signature

David Sortor

Print Name

02-27-2014

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.

Utah L.P. Gas

Vendor Company Name

Vendor Signature

David Sortor

Print Name

2/27/2014

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 Independenc

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 for an emailed copy.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. 920 Memorial City Way, Ste. 500 Houston, TX 77024	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800-861-9851	FAX (A/C, No): 713-961-0226
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Aspen Insurance UK Ltd.		
INSURED Hicksgas, LLC DBA Utah LP Gas 204 N. Hwy 54 Roberts IL 60962	INSURER B : The Insurance Company of the State of PA	
	INSURER C : Ironshore Specialty Insurance	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			B0621EAMNG0113	06/30/2013	06/30/2014	EACH OCCURRENCE \$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$	
B	AUTOMOBILE LIABILITY			CA495-40-69 MA	06/30/2013	06/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000	
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
	DED						\$	
	RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				OTH-ER	
							E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
C	Pollution Legal Liability			001198600	11/01/2011	11/01/2016	\$5,000,000 Policy Aggregate Limit \$50,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

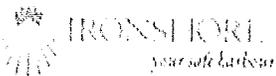
The General Liability, Automobile Liability and Pollution Legal Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the State of Nevada when there is a written contract between the named insured and the State of Nevada that requires such status. The Workers Compensation policy includes a blanket waiver of subrogation endorsement that provides the feature only when there is a written contract between the named insured and the State of Nevada that requires it.

CERTIFICATE HOLDER

CANCELLATION

Department of Administration Purchasing Division, Nancy Feser, Buyer 515 E. Musser St., Ste 300 Carson City NV 89701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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IRONSHORE SPECIALTY INSURANCE COMPANY

Mailing Address:
75 Federal Street
5th Floor
Boston, MA 02110
Toll Free: (877) IRON411

Endorsement # 40

Policy Number: 001198600
Insured Name: NGL Energy Partners LP

Effective Date of Endorsement: November 22, 2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) - ALL

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

It is hereby agreed that Endorsement No. 29, Additional Insured is deleted in its entirety and replaced with the following:

The entity(s) scheduled below is (are) included as additional insured(s). Coverage for such additional insured(s) applies under this Endorsement:

1. Solely to the additional insured's liability arising out of the **Named Insured's** ownership, operation, maintenance or use of the **Covered Property(ies)**; and
2. Only if the additional insured is named in a suit as a co-defendant with the **Named Insured**, alleging the additional insured is liable on the basis described in paragraph 1. above.

Schedule of Additional Insured(s)

The State of Nevada
To the extent required by written contract.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

March 13, 2014
Date

ATTACHMENT E INSURANCE SCHEDULE

INDEMNIFICATION:

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all liabilities, claims, actions, damages, losses, or expenses including without limitation reasonable attorneys' fees and costs (hereinafter collectively referred to as "claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

Contractor (as "Indemnitor") shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State and its officers, officials, agents and employees (as "Indemnitee") from and against any and all demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney's fees and reasonable expenses of investigation and remedial work (including investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnitee arising in connection with, or resulting from, any Environmental Law, including but not limited to, any use, generation, storage, spill, release, discharge or disposal of any hazardous substance that is now or comes to be located on, at, about or under the property or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as "claims") to the extent that such claims are caused by the fault of the Indemnitor, its officers, officials, agents, employees, contractors, volunteers, tenants, subtenants, invitees or licensees. As used in this section: (a) "hazardous substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal, state or local laws and regulations, including common law, that relate to health, safety or environmental protection; and (c) "fault" means those nonculpable acts or omissions giving rise to strict liability under any Environmental Law pertaining to hazardous substances, as well as culpable conduct (negligence or willful misconduct). In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits

contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a waiver of subrogation against the State of Nevada.

b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. **Pollution Legal Liability (for transported cargo only)**

If the Scope of Services in this Contract requires the transportation of any hazardous materials, the Contractor shall provide coverage with limits of at least:

Per Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

b. If the Scope of Services in the Contract requires the transportation of any hazardous materials or regulated substances, then the policy shall provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.

- c. Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:
1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(Department of Administration, Purchasing Division, Nancy Feser, Buyer. 515 E. Musser St., Ste. 300, Carson City, NV. 89701)**.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **(Department of Administration, Purchasing Division, Nancy Feser, Buyer. 515 E. Musser St., Ste. 300, Carson City, NV. 89701)**. The State project/contract number and project description are to be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must have prior approval from the State of Nevada Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

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**.



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 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.

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor's proposed subcontractor MUST complete Part A of the Reference Questionnaire.
2.	Proposing vendor MUST send the following Reference Questionnaire to EACH 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: <i>RFQ 3064</i> Attention: <i>Keli Hardcastle</i> Email: <u>RFPdocs@admin.nv.gov</u> 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 MUST be received no later than 4:30 PM PT <u>10/07/2013</u>
5.	Business references are NOT 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 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

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ATTACHMENT H – BULK FUEL TANK DELIVERY LOCATIONS



Bulk Fuel Tank
Locations.xls

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