|  |  |  |
| --- | --- | --- |
| State of Nevada |  | Steve Sisolak |
| Department of Administration | *Governo*r |
|  |  |
| Purchasing Division | Deonne E. Continue |
| 515 E. Musser Street, Suite 300  Carson City, NV 89701 | *Director* |
|  | *Robin Hager*  *Deputy Director* |
|  |  |
| Kevin D. Doty |
| *Administrator* |

|  |
| --- |
| State of Nevada |
| Purchasing Division |
| **Request for Qualifications: 99SWC-S818** |
| For |
| **BULK FUEL PURCHASE AND DELIVERY SERVICES** |

|  |
| --- |
| Release Date: September 25, 2019 |
| Deadline for Submission and Opening Date and Time: October 23, 2019 @ 2:00 PM |
| ***Refer to Section 9, RFQ Timeline for the complete RFQ schedule*** |

|  |
| --- |
| For additional information, please contact: |
| Nancy Feser, Purchasing Officer |
| 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](mailto: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 10 for instructions on submitting an RFQ Response*** |

**VENDOR INFORMATION SHEET FOR RFQ 99SWC-S818**

**Vendor Shall:**

1. Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 shall be used for development of the contract;
2. Type or print responses; and
3. Include this Vendor Information Sheet in Section III of the Technical SOQ proposal.

|  |  |  |
| --- | --- | --- |
| V1 | Company Name |  |

|  |  |  |
| --- | --- | --- |
| V2 | Street Address |  |

|  |  |  |
| --- | --- | --- |
| V3 | City, State, ZIP |  |

|  |  |  |  |
| --- | --- | --- | --- |
| V4 | Telephone Number | | |
| Area Code: | Number: | Extension: |

|  |  |  |  |
| --- | --- | --- | --- |
| V5 | Facsimile Number | | |
| Area Code: | Number: | Extension: |

|  |  |  |  |
| --- | --- | --- | --- |
| V6 | Toll Free Number | | |
| Area Code: | Number: | Extension: |

|  |  |
| --- | --- |
| V7 | ***Contact Person for Questions / Contract Negotiations,***  ***including address if different than above*** |
| Name: |
| Title: |
| Address: |
| Email Address: |

|  |  |  |  |
| --- | --- | --- | --- |
| V8 | Telephone Number for Contact Person | | |
| Area Code: | Number: | Extension: |

|  |  |  |  |
| --- | --- | --- | --- |
| V9 | Facsimile Number for Contact Person | | |
| Area Code: | Number: | Extension: |

|  |  |  |
| --- | --- | --- |
| V10 | ***Name of Individual Authorized to Bind the Organization*** | |
| Name: | Title: |

|  |  |  |
| --- | --- | --- |
| V11 | Signature ***(Individual shall be legally authorized to bind the vendor per NRS 333.337)*** | |
| Signature: | Date: |

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**Prospective vendors are advised to review Nevada’s ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.**

**All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at:** [**www.leg.state.nv.us/law1.cfm**](http://www.leg.state.nv.us/law1.cfm)**.**

# 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 four (4) years, anticipated to begin February 1, 2020, 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.

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

# REQUEST FOR QUALIFICATIONS

## RFQ PROCESS

The process by which RFQ Responses shall be considered for award under this RFQ consists of two (2) distinct stages.

### First Stage

The first stage is a determination of whether or not the vendor qualifies under the set of General Minimum Qualifications (***refer to Section 2.2***). If a vendor is determined to not meet any one of the General Minimum Qualifications, the RFQ response in its entirety shall not be considered for award.

### Second Stage

If the vendor meets all of the General Minimum Qualifications, the SOQ shall be evaluated to determine if it meets the Technical Minimum Qualifications (***refer to Section 2.3***). RFQ responses that do not contain the required information shall not be considered for award. Each RFQ response shall be reviewed independently in the Technical Minimum Qualification section.

## GENERAL 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.

### All fuel supplied through this contract must comply with applicable governmental and industry standards and specifications in accordance with NRS, NAC Chapter 590, and Title 49 for transportation of hazardous materials.

### 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. Vendors must also comply with NRS: Chapter 366 – Special Fuel Tax Act.

### 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.

### Vendor must specify the region services will be provided, per ***Attachment F, Bulk Fuel Tank Delivery Locations****.*

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

## TECHNICAL MINIMUM QUALIFICATIONS

It is ***mandatory*** that each component listed below in the Technical Minimum Qualifications be addressed. Failure to address each component shall result in disqualification of the RFQ response.

Vendors proposing to receive an award through this RFQ shall provide a detailed description of their SOQ, which shall include, at a minimum, the following information.

### 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.

### 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.

### Fuel Products

#### 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.

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

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

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

#### Propane.

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

#### Ethanol 85 (E85).

#### Liquefied Natural Gas (LNG).

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

#### Reformulated Gasoline (RFG).

### Fuel Sample Analysis

#### 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.

#### 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.

#### 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).

## DELIVERY REQUIREMENTS

### Jet-A Fuel

#### The awarded vendor will be required to deliver full and partial tanker truck load quantities to statewide 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”.

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

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

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

#### Batch number related to the origin of the product.

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

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

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

#### 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.

#### 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.

### All Other Fuel Delivery Requirements

#### 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* *F, 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).

#### 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.

#### All Tanker deliveries, the vendor must provide a meter ticket of delivery, or meter readings to certify the actual volume of bulk fuel.

#### ***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.

#### 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.

#### 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.

#### 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.

### Deliveries to the Department of Corrections’ Facilities

#### 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.

#### 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.

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

## VENDOR RESPONSIBILITY

### 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.

### 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.

# 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.

# REPORTING REQUIREMENTS

## 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.

### The Contract Usage Report shall include the following information:

#### Reporting Month

#### Ordering Agency

#### Delivery Date

#### Description of Fuel

#### Gallons Ordered

#### Unit Price per Gallon

#### Applicable Taxes

#### Additional Fees, if applicable

#### Total Invoice Amount

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

# COMPANY BACKGROUND AND REFERENCES

## VENDOR INFORMATION

### Vendors shall provide a company profile in the table format below.

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

### Pursuant to NRS 333.3354, the State of Nevada awards a five percent (5%) preference to a vendor certifying that its principal place of business is in Nevada. The term ‘principal place of business’ has the meaning outlined by the United States Supreme Court in Hertz Corp v. Friend, 559 U.S. 77 (2010), typically meaning a company’s corporate headquarters. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis. To claim this preference a business must submit a letter with its proposal showing that it qualifies for the preference.

### **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall 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.

### The selected vendor, prior to doing business in the State of Nevada, shall 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://nvsos.gov>.

| **Question** | **Response** |
| --- | --- |
| Nevada Business License Number: |  |
| Legal Entity Name: |  |

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

|  |  |  |  |
| --- | --- | --- | --- |
| Yes |  | No |  |

If “No”, provide explanation.

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

|  |  |  |  |
| --- | --- | --- | --- |
| Yes |  | No |  |

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

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

### 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 |  |

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 shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFQ, and specify the services that each person shall be expected to perform.

### 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 shall also be disclosed.

Does any of the above apply to your company?

|  |  |  |  |
| --- | --- | --- | --- |
| Yes |  | No |  |

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

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

### Vendors shall review and provide if awarded a contract the insurance requirements as specified in ***Attachment D, Insurance Schedule for RFQ 99SWC-S818.***

### 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.

### Provide a brief description of the length of time vendor has been providing services described in this RFQ to the public and/or private sector.

### Financial information and documentation to be included in accordance with ***Section 10.5, Part III – Confidential Financial Information***.

#### Dun and Bradstreet Number

#### Federal Tax Identification Number

## SUBCONTRACTOR INFORMATION

Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this RFQ. This does not include third parties who provide support or incidental services to the contractor. **PLEASE NOTE**: In this RFQ a Common Carrier would be considered a Subcontractor.

### Does this proposal include the use of subcontractors?

|  |  |  |  |
| --- | --- | --- | --- |
| Yes |  | No |  |

If “Yes”, vendor shall:

#### Identify specific subcontractors and the specific requirements of this RFQ for which each proposed subcontractor shall perform services.

#### If any tasks are to be completed by subcontractor(s), vendors shall:

##### Describe how the work of any subcontractor(s) shall be supervised, channels of communication shall be maintained and compliance with contract terms assured; and

##### Describe your previous experience with subcontractor(s).

#### Provide the same information for any proposed subcontractors as requested in ***Section 5.1, Vendor Information***.

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

#### Vendor shall notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFQ in ***Section 5.2, Subcontractor Information***. The vendor shall receive agency approval prior to subcontractor commencing work.

## BUSINESS REFERENCES

### Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last three (3) years.

### Vendors shall submit ***Attachment E, Reference Questionnaire*** to their business references.

### 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 9, 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.

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

# COST

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

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

## 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.

# FINANCIAL

## PAYMENT

### Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.

### Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFQ electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

## BILLING

### The State does not issue payment prior to receipt of goods or services.

### The vendor shall bill the State as outlined in the approved contract and/or payment schedule.

### The State presently has a Procurement Card Program that participating State agencies may use to pay for some of their purchases. The Program is issued through a major financial institution and is treated like any other major credit card. Using agencies may desire to use the card as a method of payment. No additional charges or fees shall be imposed for using the card. Please indicate in your proposal response if you will accept this method of payment.

## TIMELINESS OF BILLING

The State is on a fiscal year calendar. All billings for dates of service prior to July 1 shall be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August that forces the State to process the billing as a stale claim pursuant to NRS 353.097, shall subject the contractor to an administrative fee not to exceed $100.00. This is the estimate of the additional costs to the State for processing the billing as a stale claim and this amount shall be deducted from the stale claim’s payment due the contractor.

# WRITTEN QUESTIONS AND ANSWERS

## QUESTIONS AND ANSWERS

### All questions regarding this RFQ should be submitted using the Bid Q&A feature in ***NevadaEPro.***

#### To access the Bid Q&A:

##### Log into your Seller account on ***NevadaEPro****.*

##### Click the Bids tab in the header.

##### Click View under Bid Q&A on the appropriate Bid Solicitation under the Open Bids section.

### The deadline for submitting questions is as specified in ***Section 9, RFQ Timeline***.

### All questions and/or comments shall be addressed using the Bid Q&A in ***NevadaEPro.*** If questions and answers require a material change to the Bid Solicitation, an Amendment will be posted in NevadaEPro and you will receive email notification.

# 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 | 10/02/2019 @ 12:00 PM |
| Answers posted to website | On or about 10/09/2019 |
| Deadline for submittal of Reference Questionnaires | No later than 4:30 PM on 10/22/2019 |
| Deadline for submission and opening of SOQs | No later than 2:00 PM on 10/23/2019 |
| Evaluation period (approximate time frame) | 10/23/2019 – 11/30/2019 |
| Selection of vendors | On or about 11/30/2019 |
| Anticipated BOE approval | 01/08/2019 |
| Contract start date (contingent upon BOE approval) | 02/01/2020 |

# RFQ RESPONSE SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

## GENERAL SUBMISSION REQUIREMENTS

### Vendors shall submit their proposals by using Create Quote through the State electronic procurement website, <https://NevadaEPro.com>, in accordance with the instructions below.

#### Refer to ***Instructions for Vendors Responding to a Bid*** in the Important Links section on the front page of ***NevadaEPro*** for instructions on how to submit a Quote using ***NevadaEPro.***

### The Quote/Proposal shall contain a maximum of four (4) attachments which may include:

#### Technical Proposal

#### Confidential Technical (if applicable)

#### Cost Proposal (if applicable

#### Confidential Financial (if applicable

### Proposals shall 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” per NRS 333.020 (5) (b).

### If complete responses cannot be provided without referencing confidential information, such confidential information shall be provided in accordance with ***Section 10.3, Part IB – Confidential Technical SOQ and Section 10.5, Part III Confidential Financial Information.***

### Specific references made to the section, page, and paragraph where the confidential information can be located shall be identified on ***Attachment A, Confidentiality and Certification of Indemnification*** and comply with the requirements stated in ***Section 10.6, Confidentiality of Proposals.***

### The remaining section to be submitted is the cost proposal.

### Proposals that do not comply with the requirements may be deemed non-responsive and rejected at the State’s discretion.

### Although it is a public opening, only the names of the vendors submitting proposals shall be announced per NRS 333.335(6). Technical and cost details about proposals submitted shall not be disclosed.

### Assistance for persons who are disabled, visually impaired or hearing-impaired who wish to attend the RFP 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.

### For ease of evaluation, the technical and cost proposals shall be presented in a format that corresponds to and references sections outlined within this RFQ and shall be presented in the same order. Written responses shall be in ***bold/italics*** and placed immediately following the applicable RFQ question, statement and/or section.

### 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 color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

### For purposes of addressing questions concerning this RFQ, the sole contact shall 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 shall 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.

### Any vendor who believes there are irregularities or lack of clarity in the RFQ or proposal requirements or specifications are unnecessarily restrictive or limit competition shall notify the Purchasing Division, in writing, as soon as possible, so that corrective addenda may be furnished by the Purchasing Division in a timely manner to all vendors.

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

### The vendor understands and acknowledges that the representations made in its proposal are material and important and shall be relied on by the State in its evaluation of a proposal. Any misrepresentation by a vendor shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

## PART I A – TECHNICAL STATEMENT OF QUALIFICATIONS (SOQ)

### The Technical SOQ ***shall not include*** cost and/or pricing information. Cost and/or pricing information contained in the Technical SOQ may cause the proposal to be rejected.

### Using Create Quote in ***NevadaEPro***, vendors shall provide one (1) PDF Technical SOQ on the Attachments tab that includes the following:

#### Section I – Title Page – with the following information:

|  |  |
| --- | --- |
| **Part IA – Technical SOQ** | |
| RFQ Title: | Bulk Fuel Purchase & Delivery Services |
| RFQ: | 99SWC-S818 |
| Vendor Name: |  |
| Address: |  |
| Opening Date: | October 15, 2019 |
| Opening Time: | 2:00 PM |

#### Section II – Table of Contents

An accurate and updated table of contents shall be provided.

#### Section III – Vendor Information Sheet

The vendor information sheet shall be completed and signed by an individual authorized to bind the organization.

#### Section IV – State Documents

The State documents section shall include the following:

##### The signature page from all amendments signed by an individual authorized to bind the organization.

##### Attachment A – Confidentiality and Certification of Indemnification signed by an individual authorized to bind the organization.

##### Attachment B – Vendor Certifications signed by an individual authorized to bind the organization.

##### Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.

##### Copies of applicable certifications and/or licenses.

#### Section V – Section 2.2 – General Minimum Qualifications

Vendors shall place their written response(s) to ***Section 2.2, General Minimum Qualifications*** in ***bold/italics*** immediately following the applicable RFQ question, statement and/or section.

#### Section VI – Section 2.3 – Technical Minimum Qualifications

Vendors shall place their written response(s) to ***Section 2.3, Technical Minimum Qualifications*** in ***bold/italics*** immediately following the applicable RFQ question, statement and/or section.

#### Section VII– Section 3 – Company Background and References

Vendors shall place their written response(s) to ***Section 3, Company Background and References*** in ***bold/italics*** immediately following the applicable RFQ question, statement and/or section. This section shall also include the requested information in ***Section 5.2, Subcontractor Information***, if applicable.

#### Section IX – Other Informational Material

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

## PART IB – CONFIDENTIAL TECHNICAL SOQ

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

### If needed, vendors shall provide one (1) PDF Confidential Technical SOQ file that includes the following:

#### Section I – Title Page with the following information:

|  |  |
| --- | --- |
| **Part I B – Confidential Technical SOQ** | |
| RFQ Title: | Bulk Fuel Purchase & Delivery Services |
| RFQ: | 99SWC-S818 |
| Vendor Name: |  |
| Address: |  |
| Opening Date: | October 15, 2019 |
| Opening Time: | 2:00 PM |

#### Section II – Confidential Technical

Vendors shall cross reference the confidential technical information back to the technical SOQ, as applicable.

## PART III – CONFIDENTIAL FINANCIAL INFORMATION

### If needed, vendors shall provide one (1) PDF Confidential Financial Information File that includes the following:

#### Section I – Title Page with the following information:

|  |  |
| --- | --- |
| **Part III – Confidential Financial Information** | |
| RFQ Title: | Bulk Fuel Purchase & Delivery Services |
| RFQ: | 99SWC-S818 |
| Vendor Name: |  |
| Address: |  |
| Opening Date: | October 15, 2019 |
| Opening Time: | 2:00 PM |

#### Section II – Financial Information and Documentation

Vendors shall place the information required per ***Section 5.1.10*** in this tab.

## CONFIDENTIALITY OF SOQS

### As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.

### Vendors are required to submit written documentation in accordance with ***Attachment A, Confidentiality and Certification of Indemnification*** demonstrating the material within the RFQ response marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the RFQ response may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to these requirements shall cause your proposal to be deemed non-compliant and shall not be accepted by the State of Nevada.

### Vendors acknowledge that material not marked as “confidential” shall become public record and shall be posted to the Purchasing website upon contract award.

### 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.

## PROPOSAL PACKAGING

### Vendors shall submit their proposals through the State electronic procurement website, <https://NevadaEPro.com>, in accordance with the instructions below.

### Proposals shall be received via <https://NevadaEPro.com> no later than the date and time specified on the General tab of the Bid Solicitation in ***NevadaEPro***. Proposals that are not submitted by bid opening time and date shall not be accepted. Vendors may submit their proposal any time prior to the deadline stated in ***NevadaEPro***. In the event that dates, and times specified in this document and dates times specified in ***NevadaEPro*** conflict, the dates and time in ***NevadaEPro***shall take precedence.

### Proposals submitted as physical copies, email, or any submission method other than via ***NevadaEPro*** shall not be considered.

# RFQ RESPONSE EVALUATION AND AWARD PROCESS

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

## General Minimum Qualifications shall be evaluated on a pass/fail basis. Only vendors who meet the General Minimum Qualifications shall have their Technical SOQs considered.

## Technical SOQs shall be consistently evaluated and scored in accordance with NRS §333.335 based upon the following criteria.

|  |  |
| --- | --- |
| **Criteria Description** | **Weight** |
| Demonstrated Competence | PASS/FAIL |
| Experience in performance of comparable engagements | PASS/FAIL |
| Conformance with the terms of this RFP | PASS/FAIL |
| Expertise and availability of key personnel | PASS/FAIL |

## Effective July 1, 2017, a five percent (5%) preference will be awarded to businesses based in Nevada. A Nevada business is defined as a business which certifies either that its ‘principal place of business’ is in Nevada, as identified in *Section 5.1, Vendor Information*, or that a ‘majority of goods provided for the contract are produced’ in Nevada. The preference will be applied to the total score.

### Financial stability shall be scored on a pass/fail basis.

## RFQ responses shall be kept confidential until a contract is awarded.

## The evaluation committee is 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.

## The evaluation committee may 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.

## Each vendor shall 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. Refer generally to NRS 333.335.

## 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 shall be included as part of the contract.

## A Letter of Intent (LOI) shall be issued in accordance with NAC 333.170 notifying vendors of the State’s intent to award a contract to a vendor, pending successful negotiations. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. All information remains confidential until the issuance of the formal Notice of Award (NOA). 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.

## A Notification of Award (NOA) shall be issued in accordance with NAC 333.170. Vendors shall be notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners (BOE). Any award is contingent upon the successful negotiation of final contract terms and upon approval of the BOE, when required. Any non-confidential information becomes available upon written request.

## Pursuant to NRS 333.700, any contract resulting from this RFQ shall not be effective unless and until approved by the Nevada State Board of Examiners.

# TERMS AND CONDITIONS

## PROCUREMENT AND SOQ TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor’s RFQ response.*

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

### 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.

### The State reserves the right to waive informalities and minor irregularities in RFQ responses received.

### The State will post all official communication regarding this RFP on the *NevadaEPro* website at <https://NevadaEPro.com>. Any changes, amendments, or clarifications will be issued in the form of written responses to vendor questions, amendments, or addendum published on the *NevadaEPro* website entry for this RFP. Vendors should check this website frequently for notice of matters affecting the RFP prior to submitting a proposal. The vendors failure to periodically check for updates does not release the vendor from any additional requirements or information that may have been posted.

### The failure provide clearly marked, separate PDF file(s) for ***Part IB and Part III,*** which contain 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.

### Pursuant to NRS 333.350, the State reserves the right to reject any or all proposals received prior to contract award.

### Pursuant to NRS 333.350, the State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State.

### Pursuant to NRS 333.335, the State shall not be obligated to accept the lowest priced proposal, however, shall make an award in the best interest of the State of Nevada after all factors have been evaluated.

### 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 project, may be rejected.

### Proposals from employees of the State of Nevada shall be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.

### Proposals may be modified or withdrawn by written notice received prior to the proposal opening time. Withdrawals received after the proposal opening time shall not be considered except as authorized by NRS 333.350(3).

### 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.

### The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal response 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.

### Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right.

### Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

### NRS 333.290 grants a preference to materials and supplies that can be supplied from a “charitable, reformatory or penal institution of the State” that produces such goods or services through the labor of inmates. The Administrator reserves the right to secure these goods, materials or supplies from any such eligible institution, if they can be secured of equal quality and at prices not higher than those of the lowest acceptable bid received in response to this solicitation. In addition, NRS 333.410 grants a preference to commodities or services that institutions of the State are prepared to supply through the labor of inmates. The Administrator shall apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.

### Pursuant to NRS 333.338, the State of Nevada cannot enter into a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

## CONTRACT TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor’s RFQ response.*

### The contractual authority, as identified by the not to exceed amount of the contract, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount shall be controlled by the individual using agency’s purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the vendor.

### The awarded vendor shall be the sole point of contract responsibility. The State shall 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.

### The awarded vendor shall maintain, for the duration of its contract, insurance coverages as set forth in the fully executed contract. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

### The State shall not be liable for Federal, State, or Local excise taxes per NRS 372.325.

### The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties shall 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. The State shall not indemnify vendor from any liability or damages, including but not limited to attorney’s fees and costs, arising under any contract resulting from this RFQ**.**

### 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.

### 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 shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

### Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully 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.

### The State may implement an administrative fee of not more than 1% on contracts procured or negotiated by the Purchasing Division. This fee may be assessed over the time of the contract period. Vendors will be provided 30 days written notice before fees are assessed. Fees shall be paid quarterly, 45 days after the close of the quarter, on all purchases under the contract.

## PROJECT TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor’s RFQ response.*

### Award of Related Contracts

#### 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.

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

### Products and/or Alternatives

#### 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.

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

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

### 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 shall reimburse the State for any loss or damage.

### Inspection/Acceptance of Work

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

#### 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.

#### 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.

### Completion of Work

Prior to completion of all work, the contractor shall remove from the premises all equipment and materials belonging to the contractor. Upon completion of the work, the contractor shall leave the site in a clean and neat condition satisfactory to the State.

### Right to Publish

#### All requests for the publication or release of any information pertaining to this RFQ and any subsequent contract shall be in writing and sent to Kevin D. Doty, Administrator of Purchasing Division or designee.

#### No announcement concerning the award of a contract as a result of this RFQ can be made without prior written approval of to Kevin D. Doty, Administrator of Purchasing Division or designee.

#### 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.

#### 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 Kevin D. Doty of Purchasing Division or designee.

#### Throughout the term of the contract, the contractor shall secure the written approval of the State per ***Section 12.3.6.2*** prior to the release of any information pertaining to work or activities covered by the contract.

# SUBMISSION CHECKLIST

This checklist is provided for vendor’s convenience only and identifies documents that shall be submitted 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 IA– Technical SOQ Submission Requirements** | | | **Completed** |
| Part IA submitted in one (1) separate PDF file | | |  |
| Section I | Title Page | |  |
| Section II | Table of Contents | |  |
| Section III | Vendor Information Sheet | |  |
| Section IV | State Documents | |  |
| Section V | Section 2.2 – General Minimum Qualifications | |  |
| Section VI | Section 2.3 – Technical Minimum Qualifications | |  |
| Section VII | Section 3 – Company Background and References | |  |
| Section IX | Other Informational Material | |  |
| **Part IB – Confidential Technical SOQ Submission Requirements** | | |  |
| Part IB submitted in one (1) separate PDF file | | |  |
| Section I | | Title Page |  |
| Section II | | Appropriate sections and information that cross reference back to the technical proposal |  |
| **Part III – Confidential Financial Information Submission Requirements** | | |  |
| Part III submitted in one (1) separate PDF file | | |  |
| Section I | Title Page | |  |
| Section II | Financial Information and Documentation | |  |
| **Reference Questionnaire Reminders** | | |  |
| Send out Reference Forms for Vendor (with Part A completed) | | |  |
| Send out Reference Forms for proposed Subcontractors (with Part A and Part B 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” **shall 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 files marked “**Part IB Confidential Technical SOQ**” and “**Part III Confidential Financial**”.

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling and packing requirements, proposals shall 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 shall be in an open meeting format, the proposals shall 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 shall constitute a complete waiver and all submitted information shall 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.

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Part IB – Confidential Technical SOQ Information** | | | |
| YES |  | NO |  |
| **Justification for Confidential Status** | | | |
|  | | | |
|  | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Part III – Confidential Financial Information** | | | |
| YES |  | NO |  |
| **Justification for Confidential Status** | | | |
|  | | | |
|  | | | |

|  |  |  |  |
| --- | --- | --- | --- |
|  | | |  |
| Company Name | | |  |
|  |  |  |  |
| Signature |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Print Name |  |  | Date |

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

# ATTACHMENT B – VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

1. Any and all prices that may be charged under the terms of the contract do not and shall 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 this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
4. All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall 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 shall 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 shall be in writing and included in the proposal at the time of submission.
7. Each vendor shall 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 shall 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 shall automatically result in the disqualification of a vendor’s proposal. An award shall not be made where a conflict of interest exists. The State shall 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.

1. 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 disability of another nature.
2. The company has a written policy regarding compliance for maintaining a drug-free workplace.
3. Vendor understands and acknowledges that the representations within their proposal are material and important and shall 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.
4. Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
5. The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

|  |  |  |  |
| --- | --- | --- | --- |
|  | | |  |
| Vendor Company Name | | |  |
|  |  |  |  |
| Vendor Signature |  |  |  |
|  |  |  |  |
| Print Name |  |  | Date |

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

# ATTACHMENT C – CONTRACT FORM

Vendors shall review the terms and conditions of 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. To review the contract form, click on the following link:



*If you are unable to access the contract form, please contact Nevada State Purchasing at*

[*srvpurch@admin.nv.gov*](mailto:srvpurch@admin.nv.gov) *for an emailed copy.*

# ATTACHMENT D – INSURANCE SCHEDULE FOR RFQ 99SWC-S818

Vendors shall review the Insurance Schedule, as this will be the schedule used for the scope of work identified within the RFQ.



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

*If you are unable to access the above inserted file*

*once you have doubled clicked on the icon,*

*please contact Nevada State Purchasing at*

[*srvpurch@admin.nv.gov*](mailto:srvpurch@admin.nv.gov) *for an emailed copy.*

# ATTACHMENT E – 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 **SHALL** complete Part A of the Reference Questionnaire. |
| 2. | Proposing vendor **SHALL** send the following Reference Questionnaire to **EACH** business reference listed for completion of Part B, Part C and Part D. |
| 3. | Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:  State of Nevada, Purchasing Division  Subject: ***RFQ 99SWC-S818***  Attention: N***ancy Feser***  Email: [nfeser@admin.nv.gov](mailto:nfeser@admin.nv.gov)  Fax: 775-684-0188  Please reference the RFQ number in the subject line of the email or on the fax. |
| 4. | The completed Reference Questionnaire **SHALL** be received ***no later than 4:30 PM PT***  ***October 22, 2019.*** |
| 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 shall 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. |



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[*srvpurch@admin.nv.gov*](mailto:srvpurch@admin.nv.gov) *for an emailed copy.*

# ATTACHMENT F – BULK FUEL DELIVERY LOCATIONS

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