

**CLARK COUNTY, NEVADA**  
**CBE NO. 607003-24**  
**AUTOMATED RETAIL FUEL CARD SYSTEM SERVICE**

<b>RIVER CITY PETROLEUM, INC.</b>
<b>NAME OF FIRM</b>
Brad Folkins, Vice President
<b>DESIGNATED CONTACT, NAME AND TITLE</b> (Please type, or print)
4870 East Cartier Avenue Las Vegas, Nevada 89115
<b>ADDRESS OF FIRM</b> <b>INCLUDING CITY, STATE AND ZIP CODE</b>
(702) 643-9200
<b>(AREA CODE) AND TELEPHONE NUMBER</b>
(702) 643-8536
<b>(AREA CODE) AND FAX NUMBER</b>
<a href="mailto:BFolkins@rcpfuel.com">BFolkins@rcpfuel.com</a>
<b>E-MAIL ADDRESS</b>

## AUTOMATED RETAIL FUEL CARD SYSTEM SERVICE

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and RIVER CITY PETROLEUM, INC. (hereinafter referred to as PROVIDER), for AUTOMATED RETAIL FUEL CARD SYSTEM SERVICE hereinafter referred to as PROJECT).

**WITNESSETH:**

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance, including all travel, lodging, meals and miscellaneous expenses; and

WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

**SECTION I: TERM OF CONTRACT**

COUNTY agrees to retain PROVIDER for the period from July 1, 2024 through June 30, 2025, with the option to renew for four (4), one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience.

**SECTION II: COMPENSATION AND TERMS OF PAYMENT****A. Compensation**

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed amount of \$6,000,000. COUNTY'S obligation to pay PROVIDER cannot exceed the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

**B. Terms of Payments**

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.
  - c. A "BUDGET SUMMARY COMPARISON" which outlines the total amount PROVIDER was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
  - d. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.

5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted to the Bill to Address on issued Purchase Order(s).
9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

**C. COUNTY'S Fiscal Limitations**

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to PROVIDER.

**SECTION III: SCOPE OF WORK**

Services to be performed by PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract.

**SECTION IV: CHANGES TO SCOPE OF WORK**

- A. COUNTY may at any time request changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER 'S cost or time required for performance of any services under this Contract, PROVIDER shall notify COUNTY in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change. An equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be amended in writing accordingly.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

**SECTION V: RESPONSIBILITY OF PROVIDER**

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER 'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.

- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
  - 1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. COUNTY'S review, approval, acceptance, or payment for any of PROVIDER 'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

**SECTION VI: SUBCONTRACTS**

- A. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER 'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER'S subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.

**SECTION VII: RESPONSIBILITY OF COUNTY**

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, James Cordero, Assistant Manager of Automotive Services, telephone number (702) 455-8548 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and shall so inform PROVIDER by written notice before the effective date of each such delegation.

- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

**SECTION VIII: TIME SCHEDULE**

- A. Time is of the essence of this Contract.
- B. If PROVIDER'S performance of services is delayed or if PROVIDER'S sequence of tasks is changed, PROVIDER shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.
- C. In the event that PROVIDER fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted in writing by COUNTY or fails to execute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in the Contract or any extensions thereof, PROVIDER shall pay to COUNTY as liquidated damages the sum of **\$100.00** per calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by COUNTY in completing the work.

**SECTION IX: SUSPENSION AND TERMINATION**

- A. Suspension

COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.
- B. Termination
  - 1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
    - a. the opportunity to cure;
    - b. not less than ten (10) calendar days written notice of intent to terminate; and
    - c. an opportunity for consultation with the terminating party prior to termination.
  - 2. Termination for Convenience
    - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
      - i. not less than ten (10) calendar days written notice of intent to terminate; and
      - ii. an opportunity for consultation with COUNTY prior to termination.
    - b. If termination is for COUNTY'S convenience, COUNTY shall pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Termination for Default

- a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
    - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER 'S default.
  - b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
  - c. If after termination for failure of PROVIDER to fulfill contractual obligations it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER 'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

**SECTION X: INSURANCE**

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

**SECTION XI: NOTICES**

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: Clark County Automotive Services  
James Cordero, Assistant Manager of Automotive Services  
4241 Stephanie Street  
Las Vegas, Nevada 89122

TO PROVIDER: River City Petroleum, Inc.  
Brad Folkins, Vice President  
4870 East Cartier Avenue 3715 N Freeway Blvd Suite 101  
Las Vegas, Nevada 89115 Sacramento Ca 95834

**SECTION XII: MISCELLANEOUS**

A. Independent Contractor

PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will verify the identity and employment eligibility of anyone employed under this Contract.

C. Non-Discrimination/Public Funds

The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

D. Assignment

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and their employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
  - a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

I. Covenant

PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by PROVIDER is for COUNTY'S information only.

M. Disclosure of Ownership Form

PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

N. Authority

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

O. Force Majeure

PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. PROVIDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

P. Severability

If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.

Q. Non-Endorsement

As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.



R. Public Records

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.

S. Companies that Boycott Israel

PROVIDER certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with; terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By: \_\_\_\_\_  
JESSICA COLVIN  
Chief Financial Officer  
DATE

PROVIDER:  
RIVER CITY PETROLEUM, INC.

By: *Brad Folkins* \_\_\_\_\_ 5-15-24  
BRAD FOLKINS  
Vice President - LV Division  
DATE

APPROVED AS TO FORM:  
STEVEN B. WOLFSON  
District Attorney

By: *Jason Patchett*  
Jason Patchett (May 23, 2024 08:04 PDT)  
JASON B. PATCHETT  
Deputy District Attorney

May 23, 2024  
DATE

**EXHIBIT A**  
**AUTOMATED RETAIL FUEL CARD SYSTEM SERVICE**  
**SCOPE OF WORK**

1. PROVIDER must be able to provide an automated fuel dispensing card system using electronic data card control or keypad control, for each vehicle.
2. All fuel will be billed at current retail prices, minus exempted fuel taxes.
3. PROVIDER must be able to provide an automated fuel dispensing card system using electronic data card control or keypad control, for each vehicle.
4. PROVIDER'S automated system must be able to accept the following data for billing purposes and report generation:
  - a. Vehicle number
  - b. Department and division
  - c. Odometer reading
  - d. Must be able to accept up to a 6-digit PIN# (Personal Identification Number individually assigned) as well as the odometer reading.
  - e. Number of gallons used.
  - f. Price per gallon
  - g. Date of transaction
  - h. Time of transaction
  - i. Fueling location
  - j. Grade of fuel purchased.
5. PROVIDER'S System must be capable of providing information as indicated below:
  - a. Each vehicle's not-to-exceed number of gallons.
  - b. Provide miles per gallon and fuel cost per mile for each vehicle.
  - c. Provide a summary of transactions by department or division number on a monthly and year-to date basis.
  - d. Capture all fuel and oil transactions electronically.
  - e. Provide users the ability to immediately access all transaction data as it is posted. All postings of transactions shall occur within 24-hours.
  - f. Provide undercover fuel cards for law enforcement when requested.
  - g. Provide ability to easily add, activate or delete PINs in real-time.
  - h. Ability to easily add or delete cards online at no cost.
  - i. Identify the type of fuel purchased and the user purchasing the fuel.
  - j. All fuel reporting data listed above and all billing information shall be provided on CSV File via the Internet as a part of the monthly billing cycle. This information shall be provided monthly to COUNTY'S secure ftp server on the 5th of each month with a month's worth of fuel delivery, provided in an EXCEL and PDF Format for validation purposes.
  - k. Billing and reporting information for COUNTY shall be compatible with the Assetworks M/5 and any subsequent updates, Fleet Information system. The technical contact for COUNTY for submittal of this information or any problems related to such information is the Clark County Automotive IT Administrator, (702) 455-8533.
  - l. After it is initially established, the format of the billing information shall be retained using fixed fields and fixed length records in a specified order.
  - m. A receipt shall be available for the purchaser at the time of each fuel transaction.

6. CARD KEY REQUIREMENTS

- a. Provide a universally accepted, magnetic, embossed fuel/maintenance card for each vehicle.
- b. Ability to replace card keys within twenty-four (24) hours, a fee of no more than \$21.50 per order may be charged for overnight delivery. For non-overnight delivery the bidder will guarantee the cards are delivered within three (3) business days from the date of order, at no cost to customer.
- c. Ability to immediately lock-out card keys upon notice from an authorized representative of COUNTY.
- d. Each employee Pin number must be individually assigned with the capability of up to six (6) digit PIN number per employee.

7. OPERATIONAL REQUIREMENTS

- a. Capable of providing twenty-four (24) hour service, seven (7) days a week, via the use of a toll free customer service number.
- b. Provide a single contact person or representative familiar with customer base and its requirements.
- c. Conduct periodic visits by company representative familiar with customer base and its requirements.
- d. Provide monthly summary reports in an electronic and hard copy form to user in a Microsoft Excel format.
- e. Provide priority fueling system access in the event of an emergency declared by the County Manager of Clark County or their respective designees.
- f. Provide a copy of the actual fuel transaction for verification of an individual sales transaction, within twenty-four (24) hours of receipt of any such request made by any user of this Contract.
- g. Ability to cancel a fuel card immediately upon notification by user, so it cannot be used after being cancelled. Users of this Contract will not be expected to pay for any use after notification is made to cancel a card.
- h. All purchases made pursuant to this bid shall be limited to motor fuel and oil products only.
- i. Billing will be monthly and any fees, costs, or other charges not specifically identified as part of this Contract will not be paid by COUNTY.

8. FUELING SITE LOCATIONS—LAS VEGAS VALLEY AND OUTLYING AREAS

- a. PROVIDER shall offer a minimum of forty (40) fueling sites in the Las Vegas Valley, of which shall offer 87 octane unleaded fuel and #2 diesel fuel.  
Zone 1 = 6 Fuel Stations  
Zone 2 = 7 Fuel Stations  
Zone 3 = 6 Fuel Stations  
Zone 4 = 7 Fuel Stations  
Zone 5 = 7 Fuel Stations  
Zone 6 = 7 Fuel Stations
- b. A minimum of one fueling site with gasoline and diesel fuel in each of the following outlying areas: Beatty, Tonopah, Goldfield, Hawthorn, Fallon, Indian Springs, Stateline, Laughlin, Logandale, Mesquite, Moapa, Overton, Searchlight, Carson City, Reno and Sparks.
- c. Fuel cards must be able to be utilized in all 48 continuous states through a national fueling company. (Example: Texaco, Citco, Exxon, etc.)

9. TAXES AND OTHER CHARGES

a. Unleaded Gasoline:

State \$0.23

Nevada Inspection Fee \$0.00055

Clark County \$0.234561

Federal L.U.S.T. \$0.001

Nevada Petroleum Discharge \$0.0075

b. Ultra-Low Sulphur Diesel #2

Nevada Super Fund \$0.0075

Federal L.U.S.T. \$0.001

Federal Environmental Oil Fee Spill \$0.002143

- c. COUNTY is responsible for these charges or any other new taxes and fees levied by federal, state, or local government jurisdictions throughout the term of this Contract. Please notify Gemma Coronado, Purchasing Analyst, Clark County Purchasing, telephone number (702) 455-2729 of any changes. When Contract is awarded, the taxes and fees listed above shall be itemized separately on invoices. A Tax Exemption Certificate will be furnished to the PROVIDER. Transaction fees will not apply to any user of this Contract. Under NRS 366.200, COUNTY is exempt from the taxes imposed under NRS 366.190. PROVIDER shall ensure COUNTY is not charged for any exempted taxes as allowed by law and these charges are subtracted from balance owed before submitting the monthly bill for payment. Any taxes that COUNTY is exempted from, but PROVIDER is unable to deduct from monthly billing, PROVIDER shall provide all necessary documentation quarterly to COUNTY so reimbursement can be sought by the COUNTY from the Nevada DMV Motor Carrier Division.