
Request for Proposal

Snoqualmie Tribe



Request for Proposal for unleaded gasoline and diesel fuel for the Crescent Market at Snoqualmie Fuel Station

RFP #

3-6-2017

Introduction

The Snoqualmie Tribe—sduk^walbix^w in our Native language—consists of a group of Coast Salish Native American peoples from the Puget Sound region of Washington State.

We have been in the Puget Sound region and the Snoqualmie Valley since time immemorial. sq^wed (Snoqualmie Falls) is the birthplace of the sduk^walbix^w. We had more than 90 long houses along the Snoqualmie River and its tributaries. These rivers and streams were the highways used to travel from village to village and connected all the ?aciftal^wbix^w (Natives). The fish, game, trees and roots provided us with everything we need to live. All of this was given to us by duk^wibet (Transformer) in the ancient times when all of the animals could talk and before things were what they are now.

We are the sduk^walbix^w, People of Moon. We are the decedents of sluk^walb tə duk^wibet. We have lived, hunted and fished this area for as long as the earth and rivers remember. We are still here today; caring for the land, water, fish and game that duk^wibet gave us. sq^wed is our birthplace. The mists carry our thoughts and prayers to the spirits and ancestors as they cleanse our thoughts. The rushing waters give us the strength to keep our traditions alive and to continue to thrive in the modern times.

Long before the early explorers came to the Pacific Northwest, our people hunted deer and elk, fished for salmon, and gathered berries and wild plants for food and medicine. Today, many of our members live in the communities of Snoqualmie, North Bend, Fall City, Carnation, Issaquah, Mercer Island and Monroe.

Our Tribe was a signatory of the Point Elliott Treaty with the Washington territory in 1855. At that time, our people were one of the largest tribes in the Puget Sound region totaling around 4,000. We lost federal recognition in 1953, but after much battle, we regained federal recognition in October of 1999 by the Bureau of Indian Affairs. Today, the Snoqualmie Tribe is made up of approximately 650 members. The Snoqualmie Tribe is governed by an elected Council and our Tribal Constitution.

The Tribe owns the Snoqualmie Casino, which opened in November 2008, and since its inception has experienced considerable success. The Tribe also owns the Snoqualmie Tobacco Company & Liquor Store, which opened in 2011. Both businesses are an important source of revenue and employment for the Tribe.

The Tribe is replacing the existing Snoqualmie Tobacco Company & Liquor Store with Crescent Market at Snoqualmie, a brand new gas station / convenience store operation. The preliminary feasibility study for this facility recommended an approximately 5,500 square-foot gas station / convenience store (including adequate front-of-house and back-of-house storage) including: C-store with convenience retail, basic sundry and household items; a smoke shop with a drive-thru window; alcohol display area, deli with small seating area and beverage/coffee kiosk; and six pay-at-the-pump fuel kiosks (2 pumps each). The Tribe has reviewed the size, scope and amenities of the facility based on detailed discussions with its selected Architectural firm.

1. Statement of Work

1.1. Purpose

The purpose of this Request for Proposal (RFP) is to invite prospective qualified vendors to submit a competitive proposal to supply Unleaded 87 Octane Gasoline, Unleaded 92 Octane Gasoline, and Ultra Low Sulfur Diesel to the Snoqualmie Tribe at their Crescent Market at Snoqualmie Fuel Station. The RFP provides vendors with the relevant information regarding the fuel station and anticipated volumes.

1.2. Coverage & Participation

The intended coverage of this RFP, and any agreement resulting from this solicitation, shall be for the use of the Snoqualmie Tribe along with any satellite offices. The Snoqualmie Tribe reserves the right not to enter into any contract, to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability or obligation of any kind or amount.

2. General Information

2.1 Original RFP Document

The Snoqualmie Tribe shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

2.2 The Organization

The Crescent Market at Snoqualmie is part of the economic development arm of the Snoqualmie Tribe of Indians (the "Tribe"). Economic development is responsible for the strategic planning for all of the Tribe's business entities. Its goal is to diversify the economic base of the Tribe in an effort provide for future generations of Tribal Members while protecting the Tribe's sovereignty. The flagship enterprise is The Snoqualmie Casino. This fuel station will help to complement that enterprise, but it is considered the initial site of other stations that are being planned.

The Snoqualmie Tribe and its vendors and suppliers are eligible for an exemption from state taxes for goods and services provided within Indian Country, as provided in Federal law and in Washington Administrative Code (WAC) section 458-20-192, including, but not limited to, state and local sales tax, Business and Occupation tax, and other. The Snoqualmie Tribe is looking for a partner that will proactively seek exemption from B&O tax, and others as appropriate, including refunds where necessary, and pass all such savings on to the Tribe. The Snoqualmie Tribe also seeks a partner that will mutually cooperate on additional exemptions that may become available.

2.3 Criteria for Selection

The ways in which proposals will be evaluated to supply the Snoqualmie Tribe with fuel to include:

1. Capability of vendor to provide competitive pricing.
2. Capability of vendor to meet or exceed requirements set forth in Scope of Work.
3. Expressed interest in working with the Snoqualmie Tribe.
4. Financial stability of vendor.
5. Ability of vendor to communicate its vision and ability to deliver the product in a timely fashion

2.4 Selection and Notification

Vendors determined by the Snoqualmie Tribe who possess the capacity to competitively provide fuel services will be selected to move into the negotiation phase of this process. Notification will be sent to these vendors via phone or email. Those vendors not selected for the negotiation phase will not be notified via phone or email.

3. Scope of Service, Specifications & Requirements

3.1 Pricing

Bids should indicate:

- The benchmark to be used for pricing fuel (e.g. OPIS Low).
- Primary and backup terminal
- Gross or net pricing
- Additional margin above benchmark if applicable.
- Freight if applicable.
- Ongoing pricing incentives
- Any additional fees that we will be required to pay (e.g. environmental surcharge).
- Other Value Add partnership opportunities.

3.2 Technical Specifications

- We will be offering 87, 89, and 92 octane fuel in addition to ultra low sulfur diesel, which meets or exceeds all government regulations for fuel quality. There will be 4 islands with a total of 12 dispensers. Our UST capacities are 20,000 gallons of 87 octane, 20,000 gallons of 92 octane, and 20,000 gallons of diesel.
- Snoqualmie Casino offers a loyalty program for casino guests. This program will extend into the fuel station by offering fuel discounts and incentives for loyalty members.
- The new fuel station is expected to average between 20-30,000 gallons per month after initial opening. We have chosen not to hire an outside firm to evaluate site volume potential due to limited success using this methodology. Our go-to-market strategy does not fit the traditional volumetric method. We will not commit to any volume minimum or maximum at this time, but we are looking for a partner who shares a similar belief that this site has very high potential.

3.3 Delivery

- Fuel levels may be monitored by the fuel jobber/supplier and the responsibility will fall on the jobber/supplier to ensure adequate on-hand supply of each grade. Fuel monitoring should be done via remote access software provided by the fuel supplier. A phone line will be supplied adjacent to our Veeder-Root system which can be used to connect software required for remote monitoring.
- Please describe the monitoring/order placement process for fuel volumes/levels.
- Fuel shall be delivered to the Crescent Market at Snoqualmie Fuel Station within 24 hours from the placement of the order.
- Fuel delivery shall be made complete as ordered, no partial orders accepted unless mutually agreed upon.
- Prompt delivery and efficient service are essential; failure to furnish such a delivery and service will prompt a new vendor being selected

3.4 Payment terms

Payment terms are EFT, negotiable; with no shorter than 5 days. The Snoqualmie Tribe will not reimburse fuel supplier any minimum load fees for short loads of fuel delivered. Minimum load fees associated with short loads to maintain adequate supply will not be reimbursed.

4. Vendor Qualifications & References

All vendors must provide the following information in order for their proposal to be considered:

1. A brief outline of the Vendor Company and services offered, including:
 - Full legal name of the company

- Year business was established
 - Number of people currently employed
 - Number of company owned trucks and sizes of trucks that will be used for delivery
 - Income statement and balance sheet for each of the two most recently completed fiscal years certified by a public accountant.
2. An outline of the product line-up and/or services they currently support.
 3. Provide the company safety regulations, policies and procedures
 4. Describe the company policies regarding proper compliance and quality assurance
 5. A description of their geographic reach and market penetration.
 6. An outline of their partnerships and relationships to date.
 7. An outline of their current and future strategies in the marketplace.
 8. Information on its current clients, including:
 - Total number of current clients.
 - A list of clients with similar needs using similar products and/or services.
 - Evidence of successful completion of a project of a similar size and complexity.
 9. Bidder must meet all Insurance Requirements, Commercial General Liability Insurance of \$1,000,000 each occurrence and Automobile Liability Insurance of minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
 10. List any citations for non-compliance by applicable regulatory authorities or violations of applicable law by applicable governmental authorities within the last five years for the vendor or its principals.
 11. List any pending litigation against the vendor as of the date of the RFP response.
 12. References: Contact information for five references (if possible) from projects similar in size, application, and scope and a brief description of their implementation.

5. Budget & Estimated Pricing

All vendors must fill out the following cost breakdown for the implementation of their solution for the Snoqualmie Tribe's project as described in this RFP.

Description	Rack Rate Plus Mark-up %
Unleaded Gasoline (87 octane)	
Unleaded Gasoline (92 octane)	
Ultra-Low Sulfur Diesel	
Delivery charge (if any)	
Location of terminal	

6. Additional Terms & Conditions

6.1 Personal Information

Depending on the circumstances, the Snoqualmie Tribe may require information related to the qualifications and experience of persons who are proposed or available to provide services. This may include, but is not limited to, resumes, documentation of accreditation, and/or letters of reference. The Respondent should not submit as part of its Response any information related to the qualifications, experience of persons who are proposed or available to provide services unless specifically requested. Unless specifically requested, any such information, whether in the form of resumes or other documentation, will be returned immediately to the Respondent.

6.2 Non-Disclosure Agreement

The Snoqualmie Tribe reserves the right to require any Respondent to enter into a non-disclosure agreement.

6.3 Costs

The RFP does not obligate the Snoqualmie Tribe to pay for any costs, of any kind whatsoever that may be incurred by a Respondent or any third parties, in connection with the Response. All Responses and supporting documentation shall become the property of the Snoqualmie Tribe, subject to claims of confidentiality in respect of the Response and supporting documentation.

6.4 Respondent's Responses

All accepted Responses shall become the property of the Snoqualmie Tribe and will not be returned.

6.5 Governing Law

This RFP and the Respondent's Response shall be governed by the laws of the Tribe.

6.6 No Liability

The Snoqualmie Tribe shall not be liable to any Respondent, person, or entity for any losses, expenses, costs, claims, or damages of any kind:

- Arising out of, by reason of, or attributable to, the Respondent responding to this RFP; or
- As a result of the use of any information, error, or omission contained in this RFP document or provided during the RFP process.

Review Process

The process for reviewing the proposals will be generally as follows:

The Respondent's proposal will be review by the Tribe's selection committee with the following criteria in mind:

- Review of the Respondent's qualifications, and those of its in-house personnel who will be directly responsible for managing the engagement.
- Demonstrated capacity and capability of the Respondent to perform work of comparable design, scope and complexity.
- References from clients for whom owner's representation services have been provided.
- Respondent's commitment to make the proposed engagement a priority.

References will be contacted and results provided to the Tribe's selection committee who assist in the selection process.

After a review of the proposals submitted to the Tribe, the selection committee may invite the Respondent to give a brief oral presentation and be interviewed by the selection committee, or make a recommendation based on the RFP responses. The Tribe intends to award the contract to the best qualified Respondent, taking into consideration of criteria and prerequisites described above, and assuming a successful negotiation of a contract for the engagement.

Submission of Proposals

Please submit an electronic version of the firm's proposal no later than noon on Monday, March 24, 2017 to:

Purchasing

Snoqualmie Indian Tribe

E-Mail: purchasing@snoqualmietribe.us

The purchasing department will forward proposals to John Willson, who will serve as the primary contact for the review process for the Respondent's proposal. Any questions regarding this RFP should be addressed to John through e-mail at the address:

john.snotobacco@snoqualmietribe.us

