

**Solicitation Number: RFP #121522****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and TACenergy, LLC, dba TACenergy, 100 Crescent Court, Suite 1600, Dallas, TX 75201 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fuel Delivery with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 10, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Unless agreed to by the Participating Entities in advance, Products must be delivered to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the Supplier. Any warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products.

Supplier must arrange for and pay for the removal of Equipment and Products that arrive in a non-conforming or defective condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers non-conforming, substandard, defective, or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

#### **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating

Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and

requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);

- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the administrative fee calculated as stated in the Proposal on the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the

Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all



marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Transportation Pollution Liability Insurance.* During the term of this Contract, Supplier will maintain transportation pollution liability insurance, with coverage for loading and unloading, and endorsement of form MCS-90.

Minimum Limits:

\$1,000,000

5. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.



O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

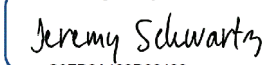
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## **22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

TACenergy, LLC, dba TACenergy

DocuSigned by:  
  
 By: \_\_\_\_\_  
 C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 2/2/2023 | 8:32 AM CST  
 Date: \_\_\_\_\_

DocuSigned by:  
  
 By: \_\_\_\_\_  
 4331341A30F4419...  
 Fred Sloan  
 Title: Chief Operating Officer  
 2/9/2023 | 7:18 AM PST  
 Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
 By: \_\_\_\_\_  
 7E42B8F817A64CC...  
 Chad Coquette  
 Title: Executive Director/CEO  
 2/9/2023 | 10:06 AM CST  
 Date: \_\_\_\_\_

# RFP 121522 - Fuel Delivery with Related Services

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## Vendor Details

Company Name: TACenergy, LLC  
Does your company conduct business under any other name? If yes, please state: TACenergy  
Address: 100 Crescent Court Suite 1600  
Dallas, Texas 75201  
Contact: Colby Hoffer  
Email: sales@tacenergy.com  
Phone: 972-807-7903  
HST#: 87-4665900

## Submission Details

Created On: Thursday October 27, 2022 09:52:19  
Submitted On: Thursday December 15, 2022 15:54:53  
Submitted By: Jonathan Wolfe  
Email: jwolfe@tacenergy.com  
Transaction #: 4fdc6060-fc4e-4a35-b814-e9046adc9e03  
Submitter's IP Address: 72.24.2.100

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	TACenergy, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal and, if applicable, supply the US DOT number of each such subsidiary.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	TACenergy
4	Provide your CAGE code or Unique Entity Identifier (SAM):	TACenergy CAGE code is 9APM5
5	Proposer Physical Address:	100 Crescent Court, Suite 1600 Dallas, TX 75201
6	Proposer website address (or addresses):	<a href="https://www.tacenergy.com/">https://www.tacenergy.com/</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Fred Sloan Chief Operating Officer 100 Crescent Court Suite 1600 Dallas, TX 75201 fsloan@tacenergy.com 972-807-7873
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Colby Hoffer Director of Operations 100 Crescent Court Suite 1600 Dallas, TX 75201 choffer@tacenergy.com 972-807-7903
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jonathan Wolfe Bid Manager 100 Crescent Court Suite 1600 Dallas, TX 75201 sales@tacenergy.com 972-807-7973

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>What started as a mindset of one man and a fuel truck serving the northeast corner of the state of Texas and the area surrounding Texarkana, has seen decades of growth, resilient change and sustained redefining of the company. Historically known as Truman Arnold Companies, TACenergy started in 1964 as a Texarkana, Texas-based Conoco Distributor. Founded on principles that stressed steady growth and a passion for customer service, the result has been sustained growth and reinvention. Almost 60 years later TACenergy has become one of the leading independent wholesale energy suppliers providing the highest level of logistics, technology, training and unsurpassed service in the United States. Headquartered in Dallas, Texas and supported by its original offices in Texarkana and 12 strategically placed sales offices across the lower 48 states TACenergy defines the industry expectation of service, innovation and success under its current leadership of Greg Arnold, CEO and Fred Sloan, COO.</p> <p>Today, TACenergy continues to redefine not only the service levels that exceed expectations across a complex and faceted sector of the energy business from upstream, mid-stream, transportation and storage to the downstream retail delivery sector. No matter the industry served, TACenergy places its customers first and strives to be the best service provider. Chief Executive Officer, Greg Arnold states when sharing company philosophy, "Be the best. We don't need to be the biggest, but let your passion for what you do, show in your level of service."</p> <p>Working to supply and manage logistics for every industry or consumer sector that needs fuel and refined petroleum products, TACenergy pioneers service processes, use of technology in logistics and leads operations in the highest level of efficiency that benefits its customers through execution and service.</p> <p>At TACenergy, we take the purchasing muscle and flexibility of our national terminal network, support it 24/7/365 and combine it with the most efficient logistical and information technology tools. The result is a fuel supply chain that is optimized for every customer's needs in ways big oil is simply not equipped to provide.</p>
11	What are your company's expectations in the event of an award?	<p>TACenergy has a long history of supporting schools, municipalities, non-profits, and government agencies. We aim to be the most reliable, knowledgeable, convenient, and lowest cost fuel supplier in the nation.</p> <p>If awarded, the TACenergy Operations team will work closely with participating agencies to develop cost-saving fuel programs while ensuring operability to the agency's fleets and services. TACenergy is committed to helping participating agencies realize the overall value and benefit the Sourcwell contract provides.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>As a privately-held company, TACenergy does not disclose financial statements.</p> <p>TACenergy reports to Dun &amp; Bradstreet (D&amp;B), a service often referenced by lenders and potential business partners to help predict the reliability and/or financial stability of a company. The TACenergy D&amp;B company profile can be found using the following DUNS number: 11-855-2448</p> <p>Bank, trade, and customer references can be provided upon request. To obtain a list of references, please forward your request to: sales@tacenergy.com</p>
13	What is your US market share for the solutions that you are proposing?	TACenergy is one of the nation's largest unbranded fuel marketers with more than 2 billion gallons of annual sales for refined and renewable products. This total puts TACenergy around 1% of the total US consumption of these fuels.
14	What is your Canadian market share for the solutions that you are proposing?	TACenergy does not conduct business in Canada.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	TACenergy has never petitioned for bankruptcy protection.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	TACenergy holds the appropriate federal, state, and county licenses to sell and distribute fuel in each state the company services. TACenergy employs a staff of in-house tax professionals that ensure the company maintains all applicable licenses and certifications to continue serving our customers.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	TACenergy does not have any suspensions or debarments in our history.

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	TACenergy has been recognized by Sinclair Oil as a Top Performer 2018 through 2021. TACenergy was recognized by Valero for Commitment to Excellence (CTE) in 2015. Customer and trade references can be provided upon request to sales@tacenergy.com to share counterparty success with TACenergy.
19	What percentage of your sales are to the governmental sector in the past three years	Sales to the governmental sector has contributed to 5% of the total TACenergy sales portfolio over the past five years.
20	What percentage of your sales are to the education sector in the past three years	Sales to the education sector has contributed to 0.20% of the total TACenergy sales portfolio over the past three years.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	TACenergy currently holds an award for OMNIA Partners, Contract #53317 - Motor and Aviation Fuels and Related Services. In addition, we hold numerous fuel supply contracts with various public and government agencies in the States of CA, TX, NM, FL, WA, MD, MS, CT, TN, GA, MT, LA, MA, SC, RI, OK, OR, AR, VA, NY, KS, DE, WI, AZ, WY.  TACenergy considers sales reporting data for these contracts to be proprietary.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	TACenergy does not currently hold any GSA or Standing Offers and Supply Arrangements (SOSA).

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of San Antonio, TX	LD McGarity	210-207-2078
Santa Barbara Metropolitan Transit District	Valerie White	805.963.3364 x244
City of Dallas, TX	Jeff Glover	214-670-1549

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Albuquerque	Government	New Mexico - NM	Unleaded Gasoline and ULSD motor fuels	4,000-8,500 Gallons	\$106 Million
City of San Antonio	Government	Texas - TX	Unleaded Gasoline and ULSD motor fuels	7,500-8,500 Gallons	\$80 Million
City of Dallas	Government	Texas - TX	Unleaded Gasoline	8,500 Gallons	\$13 Million
Rio Metro Regional Transit District	Education	New Mexico - NM	ULSD motor fuels	4,000-7,500 Gallons	\$7 Million
County of Ventura	Government	California - CA	Unleaded Gasoline, ULSD, and Renewable Diesel motor fuels	1,000-8,500 Gallons	\$4 Million

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

25	Sales force.	<p>Organization chart and US territory map are provided as attachment.</p> <p><b>NATIONAL COVERAGE</b> The TACenergy Operations team will be responsible for the holistic account management of an awarded Sourcewell contract. This team is responsible for implementing the overall sales and service strategy and conveys all messaging regarding terms, products, process, and requirements of the contract.</p> <p>In addition, a highly trained logistics staff is available 24/7/365 to support participating agencies from our Dallas, TX headquarters with their fuel orders.</p> <p><b>REGIONAL FOCUS</b> The TACenergy sales force consists of fourteen strategically located sales and support offices with experienced professionals fully equipped to support an awarded Sourcewell contract. Led by General Managers, each regional sales team serve as subject matter experts for the product offerings and logistics in their respective region</p> <p><b>LOCAL SUPPORT</b> Within each regional sales team, Sales Managers and Account Managers are assigned to territories and accounts to support the end users. It is the responsibility of the Sales and Account Managers to provide consultation and training to the end users. Training and consultation are provided as needed by each agency via phone, online video conference (MS Teams, Zoom, etc.), or in some cases in-person.</p>	*
26	Dealer network or other distribution methods.	Our relationships with transportation, storage and terminal/rack partners are continually monitored and competitively renegotiated based on capabilities, price and minimum liability & performance standards. The net result of these services for our customers is a reliable fuel supply, consistently on time, at the lowest possible final delivered cost.	*
27	Service force.	Our advanced data management system is managed and operated by the most capable personnel in the industry. TACenergy carrier partnerships are competitively negotiated for optimum liability coverage and performance standards and monitored on a regular basis. With TACenergy, customers can expect a reliable fuel supply, consistently on time and at the lowest possible final delivered cost.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	TACenergy provides extensive hands-on training to a team of logistics professionals dedicated to the specific needs of each client and service order. The Supply & Logistics toll-free phone lines are supported 24 hours a day, seven days a week for all 365 days of the year. Easy phone or online ordering through a proprietary portal is available to meet customer needs. With one of the largest nationally geographically diverse terminal networks in the industry, the TACenergy Supply & Logistics call center manages and coordinates every load of fuel by fine-tuning the optimal combination of pull points, supply, carriers and price.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	TACenergy has a 24/7/365 customer service group that manages all fuel deliveries and will be standing by to take all orders. Each customer is established internally at TACenergy via a 36 step setup process that is double checked by individual account and sales managers to make sure your fuel is delivered on time and billed correctly.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. Identify the geographic areas of the United States that you will fully serve through the proposed contract.	TACenergy is able and willing to provide products and services to participating agencies in the lower 48 United States.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. Identify the geographic areas of Canada that you will fully serve through the proposed contract.	TACenergy does not conduct business in Canada.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	TACenergy is prepared to serve the lower 48 United States. Hawaii, Alaska, and Canada are not within the service area of TACenergy at this time.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are not any current sectors that we are not able to fully serve.	*

34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Alaska, Hawaii, and the US Territories are not currently in the TACenergy service area.	*
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**Table 7: Marketing Plan**

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>TACenergy marketing strategy includes multiple content and messaging platforms, executions, and outreach programs designed to support the brand, its partners, and the changes that take place in the market, on a daily basis.</p> <p>The execution of the marketing is a synergistic approach between the outward communication of the brand story by the marketing department and the hands-on storytelling and support provided by the sales team. You can say, we utilize the basic media and communication outlets for strong B2B programs to be live and available 24/7 with online and printed materials, while the sales team provides in-depth selling and sharing to prospects and current customers.</p> <p>Uploaded in the document section is an electronic version of a corporate sales brochure available in digital download from the TACenergy.com website and that is also provided in print form on sales calls, at trade shows, and through written/mailed communication.</p> <p><b>Online Marketing</b> A daily email blast, social post, and website news post of market activity is pushed each morning from the TACenergy trading desk to opt-in lists and targeted social audiences. When appropriate Press Releases and special news are included in marketing messages on the website and social.</p> <p>Social media weekly enhances the story of the brand, partners, industry activities, and customers as appropriate with posts across platforms that include LinkedIn, Facebook, Instagram, and Twitter.</p> <p>Promotional landing pages are utilized from the TACenergy.com website to provide additional information for key time periods or message pushes. Partner representation can be included when these are executed to include brand identification for Sourcewell.</p> <p>In addition, Sourcewell will be added to the cooperative purchasing industry section of the TACenergy website identified with a logo and written content describing the relationship. The logo will hyperlink to the appropriate page within the Sourcewell website.</p> <p><b>Sales Operations</b> Ongoing training of all sales representatives and the Supply &amp; Logistics teams is conducted on a weekly basis. Selling processes, partner relationships, best practices and resources are reviewed on a regular basis with all members of each team. As needed, special communication and materials on how best to sell appropriate customers into cooperative purchasing resources are shared at these training meetings for partners like Sourcewell.</p> <p><b>Electronic Marketing</b> Utilizing the extensive opt-in database of TACenergy, email marketing programs can be executed to introduce Sourcewell and its benefits to the appropriate audience. Additional email marketing can be considered utilizing Sourcewell database of potential customers from other categories to share the news of new relationships and support being provided to Sourcewell clients.</p>



36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>TACenergy maintains and fosters a strong online presence through social media platforms, website promotional management, and electronic email communication. Social Media Presence on LinkedIn, Facebook, Instagram, and Twitter.</p> <p>Email Marketing Maintain and administer daily communication through the Constant Contact management system</p> <p>Direct Marketing Utilize key market lists to print and mail targeted communication to prospective customers including postcards, sales flyers, promotional gifts, and business changes by account.</p> <p>Website TACenergy maintains a brand-specific website that provides customer access to communication, an online sales portal, electronic account management and ordering site.</p> <p>Target industries and partners within those industries are promoted on the website.</p> <p>Sourcwell would be featured as part of the cooperative purchasing section and provide a direct link to Sourcwell website.</p> <p>As a part of the website, search engine optimization tools are deployed to provide additional outreach and opportunities for discovery. Sourcwell would be included in meta tags and part of the SEO efforts to provide key content that would attract interested parties.</p>	*
37	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	TACenergy would hope that Sourcwell would promote the awarded sales contract to their existing and previous client's while TACenergy would integrate the awarded sales contract into our marketing strategy and outreach programs.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The TACenergy customer portal allows agencies to request fuel deliveries and see the status of their order requests. Additionally, product quotes, invoices, and other reporting are available on-demand from a computer, tablet, or smart phone.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Given the scope of this RFP, our training would focus on how the agencies can use our online portal to place fuel orders, view quotes and invoices, and export spend data. When an agency is onboarded as a TACenergy customer, we provide all the necessary information for successful order requests. Training is generally optional but the TACenergy Operations is available to customize training materials to meet the needs of the agency. In some cases, customers will require additional consulting to develop a customized fuel program to include winter additives, performance additives, and/or renewable fuels. Any customer training provided is always free of charge.	*
40	Describe any technological advances that your proposed products or services offer.	We offer one of the most advanced collections of web-based tools available, managing your fuel supply and support data is easier with TACenergy. We can customize a suite of web tools unique to your supply and back-office support needs; both historical and in real time including Fuel Quoting; Consumption & Spend History; Customer A/R Data. TACenergy also offers Inventory Intelligence that has the ability to monitor a customer's tank inventory, accurately anticipate demand and automatically dispatch reorders. We advance or delay loads where operationally possible to minimize fuel costs by constantly watching the market and placing your order when trends are most favorable, saving you money.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>TACenergy is one of the country's largest distributors of ethanol, biodiesel, and renewable diesel, primarily sold in blended quantities. We can develop a customized fuel program to meet the end user's sustainability goals with operability and cost in mind.</p> <p>As an authorized distributor of Neste MY Renewable Diesel (RD) and one of the first RD Distributors in California, TACenergy brings the expertise and experience to help you determine the best use of RD for your business needs within your fleet. Available at multiple accessible rack locations in Northern and Southern California, the decision to use renewable diesel will help your business lead the way to a cleaner emissions solution for the state of California. With a diverse group of industries including freight liners, local trucking, waste haulers, municipalities, first responders and construction companies utilizing Renewable Diesel today, TACenergy can help you develop a plan that is right for your future. Neste MY meets and exceeds CARB diesel specifications and technical standards. It is a direct replacement fuel suitable for all diesel engines, no modifications needed.</p>	*

42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	The Neste MY Renewable Diesel product we distribute in select markets has been certified by the industry's TOP TIER program for its quality and performance. Many OEM vehicle manufacturers have approved Neste MY Renewable Diesel for use in their vehicles.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	TACenergy does not qualify as a small or disadvantaged business. However, we make a great effort to work with certified minority and disadvantaged vendors downstream to support our customer base where possible. We have working relationships with WMBE, SBE, ACDBE, and HUB certified vendors and carriers.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>TACenergy has an in-house 24/7/365 Supply &amp; Logistics department based in Dallas, TX ready to support participating agencies whenever needed. Our Inventory Intelligence program provides the ability to monitor a customer's tank inventory on their behalf, accurately anticipate demand and automatically dispatch reorders. We advance or delay loads where operationally possible to minimize fuel costs by constantly watching the market and placing your order when trends are most favorable, saving end users money.</p> <p>The TACenergy Supply &amp; Trading teams publishes a daily market update ("Market Talk") which serves to keep customers informed on up-to-date market trends and news.</p> <p>The TACenergy customer portal was developed to meet the on-demand needs of our customers from a computer or smart phone. The online portal customized to the customer so that only the correct products can be ordered to prevent any retains or fuel cross-drops of incorrect product.</p> <p>We have a wide variety of fuel products that meet local regulations including products with performance additives, winter additives, and renewable or bio-blended fuel.</p> <p>We manage the entire logistics of fuel deliveries allowing TACenergy to be a one-stop solution for end user's fuel needs.</p>	*

### Table 9A: Warranty

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	TACenergy guarantees the fuel products sold will meet or exceed all required federal, state, and local specifications at the time of transfer to the customer's tanks. Each Participating Agency shall be responsible for having the proper fuel fill and transfer vapor recovery system(s) operating on their storage tanks in accordance with participating agency's state and local regulations. TACenergy and our carriers have the responsibility of reporting faulty equipment to the end users and the appropriate regulatory agencies.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, exclusions include but not limited to improper use of fuel, equipment malfunction, poor tank maintenance, and forces of nature.	*
47	Will you cover warranty service for products produced by others that are part of your proposal, or are warranty issues typically passed on to the producer?	No, TACenergy will not cover warranty service for products produced by others. Should fuel delivered by TACenergy not meet quality standards at the time of delivery, TACenergy will rectify the issue with a pump-out and replacement of fuel. Exclusions and restrictions apply.	*
48	Describe any service contract options for the items included in your proposal.	There are no additional contract service options beyond the scope of Fuel Delivery with Related Services RFP in our proposal.	*

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
49	Describe any performance standards or guarantees that apply to your services	At TACenergy, we champion a high-performance standard. Strategically managed supply and logistics processes are performed every day to ensure the correct fuel is delivered to the correct place at correct time and invoiced at the correct price. Our delivery, invoicing, and compliance performance is second to none.
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>TACenergy measures customer success with several key metrics. Most importantly, we measure on-time deliveries to each customer. Getting the right fuel to the right location at the right time ensures operations are not interrupted for the end user. Using real-time bill-of-lading (BOL) information and logistical data, we are able to track whether deliveries are completed within the request order window.</p> <p>Additionally, invoice accuracy is important to us and our customers. We maintain an invoice accuracy rate of 98% or better on average across the enterprise. We monitor at the individual customer level to ensure billing errors are mitigated. Invoice accuracy saves the participating agencies time and money when processing payments. We also measure days to bill on the individual account level to ensure customers are not waiting more than two business days for a delivery invoice.</p> <p>Routine pricing audits are conducted to ensure that contract customers are receiving the correct pricing. Invoices are frequently reviewed by Sales Managers and Account Managers before final transmission to the customer.</p>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
51	Describe your payment terms and accepted payment methods.	<p>TACenergy standard payment terms is Net 10 Days from Invoice Date. Extended terms, but no more than 30 days, may be evaluated but must be approved on case-by-case basis.</p> <p>Payment methods are either buyer-initiated ACH payment or TACenergy-initiated EFT payment. Checks are not accepted.</p>
52	Describe any financing options available for use by educational or governmental entities.	TACenergy does not offer any financing options.
53	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	All Sourcewell orders will be managed by the TACenergy 24/7/365 Supply & Logistics team in Dallas, TX. Orders can be placed online, by phone, or by email to orders@tacenergy.com. Invoices will be transmitted via email to the agency after fuel delivery has been completed, generally within two business days. An invoice example is provided in the attachments.
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We can accept Government P-cards provided they are Visa, Mastercard, Discover, or American Express. An additional fee of 3% of the total invoice amount will apply to these types of payment transactions.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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55	Describe your pricing model (e.g., quoted adjustment from index or benchmark, line-item, product-category percentage discounts, or a combination of methods). Upload your pricing materials (if applicable) in the document upload section of your response.	TACenergy is proposing a pricing model that is a quoted adjustment (+/-) from a third-party index or benchmark. Our standard pricing method for fuel would apply a negotiated adjustment to a daily OPIS Rack benchmark (for example, OPIS Contract Average Gross) for the product delivered (Regular, Premium, ULSD #2, etc.) at the nearest OPIS rack city. Recognizing that there are variations in costs to transport and provide fuel to many regions or markets of the United States, the benchmark index will be established by agency rather than using one index for all participating agencies. Freight charges will be assessed at cost and will be a line item on the invoice.	*
56	If your pricing model includes quoted adjustment from index or benchmark, identify the applicable index(es) or benchmark(s) for Sourcewell Participating Entities by region, delivery method, and product type. Detailed pricing data is to be included in Proposer's pricing upload materials (including the stated index or benchmark, adjustment discount or increase, frequency of index or benchmark update [daily, weekly, etc.], delivery method alternative pricing, freight, additional charges, etc.) on all of the items that you want Sourcewell to consider as part of your RFP response.	TACenergy proposes an adjustment from the daily OPIS Rack Contract Average Gross for the nearest OPIS rack city as standard. Alternative indexes or timing may be evaluated to best serve the needs of the participating agency. TACenergy has the flexibility to utilize DTN Fastracks, Platts, Argus, and OPIS Rack and OPIS Spot indexes. In addition, weekly benchmark updates can be utilized if desired. Freight charges will be a 100% pass through to the participating agency.	
57	If your pricing model includes line-item or product-category percentage discounts, quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. Detailed pricing data is to be included in Proposer's pricing upload materials (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response.	It is the goal of TACenergy to offer competitive pricing to the participating agencies without the need for additional line-item discounts.	*
58	Describe any volume or quantity discounts or rebate programs that you offer.	Volume discounts may be evaluated on a case-by-case basis for committed volume from participating agencies.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Freight charges will be invoiced to participating agencies at cost. Demurrage or delay charges caused by the agency's staff or location will be charged at cost. This is when a carrier is unable to complete the delivery in a timely manner due to site access, issues with site equipment, retaining of product due to tanks being too full, etc. Delay charges caused by TACenergy will not be passed to the agency.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like set-up, mandatory training, split-load or multiple drop site charges, unscheduled, expedited or emergency delivery fees, dye charges, or taxes. Identify any parties that impose such costs and their relationship to the Proposer.	There are no set-up or training fees with TACenergy. Freight costs and demurrage fees will be invoiced to the agency at cost, when applicable. Split-load or multi-drop deliveries will incur a \$100 flat fee. Retain fee of \$150 will be assessed when all or a portion of the order quantity will not fit in the agency's tank when caused by the agency. ULSD Dyed products will be charged a \$0.0075 dye adder fee per gallon. Winter additive will be charged at cost per gallon. Any and all applicable taxes will be charged to the agency. The agency must notify TACenergy of any tax exemptions during the customer onboarding phase.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	At TACenergy, we utilize vetted third-party common carriers to deliver our fuel to our customers. We will charge the Sourcewell participating entity all freight at cost. This includes base rates, fuel surcharge, pump fees, tolls, and entity-caused demurrage charges. Freight is charged at a 7,500 gallon minimum for diesel products and at an 8,500 gallon minimum for gasoline products regardless of requested quantities from the agency in most markets. In some markets where a higher truck load capacity is standard then the prevailing market minimum will be assessed. For example, Boston MA has a higher freight minimum for gasoline deliveries at 12,000 gallons.	*
62	Specifically describe freight, shipping, and delivery terms or programs applicable to Sourcewell Participating Entities in Alaska, Hawaii, and Canada.	Alaska, Hawaii, and Canada are currently outside of the TACenergy service area.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	With committed volume from a participating agency, TACenergy can lock in freight charges for a year at a time for the agency.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	TACenergy understands the value and convenience of cooperative purchasing contracts and seeks to help participating agencies realize the same value and convenience.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	The TACenergy Operations team self-audits all cooperative purchasing contracts for compliance. We assign category codes to each participating agency to ensure reporting is accurate and that proper administrative fees are calculated. The administrative fee report is independently calculated by the Operations team and Accounts Payable department to ensure accuracy and timely payment to Sourcwell. The Operations team will be the single point-of-contact for all aspects of the Sourcwell program.
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	TACenergy measures customer success with several key metrics. Most importantly, we measure on-time deliveries to each customer. Getting the right fuel to the right location at the right time ensures operations are not interrupted for the end user. Using real-time bill-of-lading (BOL) information and logistical data, we are able to track whether deliveries are completed within the request order window.  Additionally, invoice accuracy is important to us and our customers. We maintain an invoice accuracy rate of 98% or better on average across the enterprise. We monitor at the individual customer level to ensure billing errors are mitigated. Invoice accuracy saves the participating agencies time and money when processing payments. We also measure days to bill on the individual account level to ensure customers are not waiting more than two business days for a delivery invoice.  Routine pricing audits are conducted to ensure that contract customers are receiving the correct pricing. Invoices are frequently reviewed by Sales Managers and Account Managers before final transmission to the customer.
67	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. The administrative fee is calculated on total sales under the Contract and may be expressed as a percentage, per-unit or flat fee; it is not a line-item addition to the Participating Entity's cost of goods. (See the RFP and template Contract for additional details.)	TACenergy proposes an administrative fee of \$0.01 (one penny) per gallon sold to participating agencies.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>24/7/365 Supply &amp; Logistics</p> <p>Highly trained logistics professionals are available in the national call center to help answer questions, manage orders and provide consistent monitoring and coordination of every order. With one of the largest national terminal networks in the industry, TACenergy keeps a very close eye on every load of fuel by fine-tuning the optimal combination of pull points, supply, carriers and price. This is achieved through a unique combination of one of the most advanced data management systems managed and operated by the most capable associates in the industry.</p> <p>Our carrier relationships are continually monitored and competitively re-negotiated based on capabilities, price and minimum liability &amp; performance standards. The net result of these services for our customers is a reliable fuel supply, consistently on time, at the lowest possible final delivered cost.</p> <p>Custom Web Tools</p> <p>With one of the most advanced collections of web-based tools available, managing your fuel supply and support data is easier with TACenergy. We can customize a suite of web tools unique to your supply and back-office support needs; both historical and in real-time including Fuel Quoting; Consumption &amp; Spend History; Customer A/R Data; Customized Detailed or Summary Invoices available in various formats; "Rich Reporting" using your terminology and operational breakouts per your specifications; Flexible downloads of invoice information available of analysis, and reporting; Ad-hoc queries</p> <p>Inventory Intelligence</p> <p>Inventory Intelligence with TACenergy has the ability to monitor a customer's tank inventory, accurately anticipate demand and automatically dispatch reorders. We advance or delay loads where operationally possible to minimize fuel costs by constantly watching the market and placing your order when trends are most favorable, saving you money. With our multiple transportation options, we are able to coordinate and manage just-in-time delivery, ship from multiple locations and utilize numerous carrier relationships.</p> <p>Price Assurance</p> <p>You control the degree of exposure to market volatility using a customized suite of price assurance tools and are rewarded with a fuel price assurance. Whether it's gasoline, diesel, biodiesel, DEF, Jet A, ethanol, or any combination of such, with TACenergy, you have the most flexibility and reliable supply of any fuel company in the nation. You can even integrate a customized Inventory Intelligence program with automated trigger points based on inventory, market conditions, or consumption</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Branded Partners - Sinclair (West Coast), Valero, VPRacing and Neste MY Renewable Diesel (West Coast)</p>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Vehicle and equipment fuels, fluids, gases, gasolines, or additives (identify applicable formulations, grades, and blends in pricing upload material)	<input checked="" type="radio"/> Yes <input type="radio"/> No	A complete range of branded and unbranded refined petroleum fuels including gasoline, diesel, heating oil, renewable diesel and aviation fuels are available, plus other renewable fuels like biodiesel and ethanol, as well as support products such as DEF.	*
71	Aviation fuels, fluids, gasolines, or additives (identify applicable formulations, grades, and blends in pricing upload material)	<input checked="" type="radio"/> Yes <input type="radio"/> No	A complete range of branded and unbranded refined petroleum fuels including gasoline, diesel, heating oil, renewable diesel and aviation fuels are available, plus other renewable fuels like biodiesel and ethanol, as well as support products such as DEF.	*
72	Heating fuels or gases (identify applicable formulations, grades, and blends in pricing upload material)	<input checked="" type="radio"/> Yes <input type="radio"/> No	A complete range of branded and unbranded refined petroleum fuels including gasoline, diesel, heating oil, renewable diesel and aviation fuels are available, plus other renewable fuels like biodiesel and ethanol, as well as support products such as DEF.	*
73	Hybrid or alternative fuels (identify applicable hybrid or alternative fuel types in pricing upload material)	<input checked="" type="radio"/> Yes <input type="radio"/> No	TACenergy is an authorized distributor of Neste MY Renewable Diesel. Ethanol, renewable, and bio-blended products are available to meet sustainability goals of the end user.	*
74	Support services related to the supply and delivery of the products described in Lines 70 - 73 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	In our Supply & Logistics call center located in Dallas, TX our experienced logistics professionals are available 24/7.  Dedicated sales teams pro	*

**Table 15: Industry Specific Questions**

Line Item	Question	Response *	
75	Describe your ability to fuel a mixed fleet during the same route.	TACenergy carrier partners have fuel trailers with multiple compartments to allow for delivery of multiple products (gas and diesel, for example) on a single truck. Split deliveries of a single truck to multiple agency locations can be provided but will incur a split delivery charge.	*
76	Describe any emergency fueling programs you offer.	TACenergy maintains a comprehensive emergency response plan that consists of supply and carrier redundancies. With over 800 supply terminals and over 1,400 carriers, we have the supply and logistics network to ensure end users remain supplied even during emergency situations. TACenergy possesses licenses to import and export fuel from other states when local supply points are hindered. Alternative logistics such as less-than-truckload (LTL) or mobile refueling ("wethosing") can be engaged when necessary to mitigate supply disruptions. Given the public service nature of the participating agencies, contracted agencies receive top priority during emergency events.  Business continuity is guaranteed with our fourteen locations that act as backup operations centers should our primary Dallas, TX location get impacted in emergency situations. Redundant data centers are housed in several locations to ensure data management integrity.	*
77	Describe your carrier network.	We have a nationwide network of over 1,400 vetted carrier partners. Many of our carriers are contracted to service TACenergy customers with reliability.	*

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 78. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**Documents****Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Pricing.pdf - Thursday December 15, 2022 15:53:37
  - [Financial Strength and Stability](#) - Financial Strength and Stability.pdf - Thursday December 15, 2022 12:14:51
  - [Marketing Plan/Samples](#) - Marketing Plan.pdf - Thursday December 15, 2022 12:15:07
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information (optional)
  - [Standard Transaction Document Samples](#) - Standard Transaction Document Sample.pdf - Thursday December 15, 2022 12:15:20
  - [Upload Additional Document](#) - Organizational Chart\_Territory Map.pdf - Thursday December 15, 2022 12:15:35



## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Colby Hoffer, Director of Operations, TACenergy, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Fuel_Delivery_RFP_121522 Tue November 8 2022 12:16 PM	<input checked="" type="checkbox"/>	1