



Solicitation Number: RFP #121522

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Saratoga Rack Marketing LLC, 20 East Greenway Plaza, Suite 200, Houston, TX 77046 (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, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in certain advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, non-exclusive right and license to use Supplier's trademark(s) provided by Supplier in certain advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell, for use in the United States only. For the avoidance of doubt, the license granted by Supplier to Sourcewell shall be limited to the following promotional materials:
 - i. Sourcewell's Contract Directory located on Sourcewell's website and/or in a printed format for distribution by Sourcewell;
 - ii. Sourcewell's Cooperative Purchasing (through Buy Sourcewell) located on Sourcewell's website;
 - iii. Tradeshow or other conference banners prepared and approved by Sourcewell;
 - iv. Award-announcement emails; and
 - v. Any reseller or distributor advertising or promotional flyers for distribution by 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. The sublicense granted hereunder will be subject to the terms and conditions of this Article and shall not exceed the rights granted pursuant to Section 1.b. of this Article 13. A party shall approve each use of the other party's trademarks by its respective Permitted Sublicensees. 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). Each party must return all marketing and promotional materials, including signage, provided by the other party, or dispose of it according to requesting party'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

Saratoga Rack Marketing LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/24/2023 | 4:31 PM CDT

DocuSigned by:
Bill Cashmareck
By: 9DD8174D36BA473...
Bill Cashmareck
Title: Vice President Business Development
Date: 3/31/2023 | 1:36 PM EDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 3/31/2023 | 1:16 PM CDT

RFP 121522 - Fuel Delivery with Related Services

Vendor Details

Company Name: Saratoga Rack Marketing LLC

Does your company conduct business under any other name? If yes, please state: Pilot Company (parent)

Address: 20 East Greenway Plaza
Suite 200
Houston, TX 77046

Contact: Josh Epperson

Email: govbiz@saratogarack.com

Phone: 865-410-4384

Fax: 865-410-4384

HST#: 82-3594510

Submission Details

Created On: Thursday November 17, 2022 10:26:14

Submitted On: Thursday December 15, 2022 13:54:01

Submitted By: Josh Epperson

Email: govbiz@saratogarack.com

Transaction #: 48ed1662-9d85-473a-b808-f93f6e7e2b7d

Submitter's IP Address: 104.129.205.26

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")	Saratoga Rack Marketing 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.	Pro Petroleum Saratoga Rack Marketing Tartan
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	96MA5
5	Proposer Physical Address:	5508 Lonas Dr. Knoxville, TN 37909
6	Proposer website address (or addresses):	www.saratogarack.com
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):	Bill Cashmareck, Vice President Business Development 20 E. Greenway Plaza, Ste. 200 Houston, TX 77046 GovBiz@saratogarack.com 865.474.4335
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Josh Epperson, Division Director Government Sales 20 Greenway Plaza, Ste. 200 Houston, TX 77046 Josh.Epperson@saratogarack.com 865.410.4384
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Stevenson, Sales Enablement Manager 20 Greenway Plaza, Ste. 200 Houston, TX 77046 david.stevenson@saratogarack.com 865.474.4335

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>Saratoga Rack Marketing LLC's parent company is Pilot Travel Centers, LLC. Founder James A. "Jim" Haslam II opened the first Pilot Travel Center on Nov. 20 in Gate City, Virginia, paying \$6,000 for an existing location. Gas costs 27.9 cents per gallon. Pilot's spirit of community and philanthropy was established by founder Jim Haslam from the start. Today, the company strives to help build healthy communities through initiatives that support four pillars of giving: health and education, veterans, professional drivers and community development.</p> <p>Headquartered in Knoxville, Tennessee, the company employs more than 28,000 people. CEO Jimmy Haslam has embraced technology and moved Pilot Flying J in new directions, leading the company's growth from 1.1 billion fuel gallons sold in 1996 to more than 7 billion sold annually today. Pilot Flying J serves more than 1.6 million guests a day and is committed to connecting people and places with comfort, care and a smile at every stop.</p> <p>In the company's growth it has expanded through acquisitions and services apart from the retail which includes wholesale fuel distribution. Saratoga Rack Marketing LLC, established in November 2017, is the wholly owned energy subsidiary of Pilot and the contracting entity for this Sourcewell agreement.</p> <p>In addition through acquisition, Pilot has acquired multiple large fuel distribution entities, including Pro Petroleum (Southwest), SC Fuels (West) and TransMontaigne marketing (Gulf Coast, Northeast/Colonial Pipeline.)</p>
11	What are your company's expectations in the event of an award?	<p>Step 1 – Initial contract role out meetings with key Saratoga and Sourcewell contacts.</p> <p>Step 2 – Notification of award to Sourcewell members</p> <p>Step 3 – Collaboration between Sourcewell and Saratoga to establish targeted markets and cooperative agencies</p> <p>Step 4 – Allocation of Saratoga resources to implement and execute the agreed marketing and account setup plans by both parties.</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.	As a wholly owned entity of Pilot Travel Centers LLC, our financial statements are confidential and will be supplied under separate cover specifically to a Sourcewell financial representative. Our financials are not subject to public disclosure.
13	What is your US market share for the solutions that you are proposing?	Saratoga is providing a commodity and is unable to quantify current market share. Through recent consolidations and purchases of Pro Petroleum, SC Fuels and Transmontaigne, our estimated market share is 10 – 15 percent
14	What is your Canadian market share for the solutions that you are proposing?	Not available.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
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.	Our parent company, Pilot, maintains a significant tax department that houses all required licenses and certifications to operate in the 48 states and six Canadian provinces for both retail and wholesale fuel distributor.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No.

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	<p>Ranked #7 on Forbes' list of America's largest private companies</p> <p>Ranked #1 Top Workplace in Knoxville News Sentinel's large company category, 2022</p> <p>Training Magazine's Top 100 Apex Training Award, ranked #36 in 2021</p> <p>American Trucking Associations 2022 Diversity, Equity and Inclusion Change Leader Award</p> <p>Women in Trucking "Top Companies for Women to Work for in Transportation" award</p> <p>Private Fleet Grand Award winner for National Tank Truck Carriers North American Safety Contest</p> <p>Mike Russel Trucking Image Award by American Trucking Associations, 2018</p>
19	What percentage of your sales are to the governmental sector in the past three years	<p>Saratoga Rack Marketing LLC is the wholesale division of Pilot Travel Centers LLC. Under the same parent umbrella is Pro Petroleum LLC, a 60 plus year old company with substantial government sales historically primarily in the SW United States but also along the East Coast. In addition, Pilot owns SC Fuels , a long standing west coast fuels supplier to federal, state and local government entities. Additionally, Saratoga employs Josh Epperson, a 32 year veteran of Government fuels through tenures with BP Oil and Mansfield Oil, serving all levels of government fuel contracts from all levels of federal, Defense, State, Local, Transit, Utility and Education.</p> <p>As these organizations will operate as a unified entity, the combined government sales are approximately 5-10% of fuel sales volume of over 5 billion gallons per year.</p>
20	What percentage of your sales are to the education sector in the past three years	Our education sales are included in the government sector as we provide substantial
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?	<p>Confidential information for internal Sourcewell information only. Subject to redaction before publicly released.</p> <p>State of Arizona CCOP 7.3 million gallons annually</p> <p>City of Lubbock, Texas 2.4 million gallons annually</p> <p>City of Amarillo, Texas 1.5 million gallons annually</p> <p>Coconino County, Arizona 750,000 gallons annually</p> <p>Maricopa County, Arizona 1.9 million gallons annually</p> <p>Army & Air Force Exchange Service 6 million gallons annually</p> <p>City of Opelika, Alabama 390 thousand gallons annually</p>
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?	There are no current standing GSA contracts held.

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 *
<p>Many of our government customers are part of existing cooperatives that Saratoga, Pro or SC Fuels currently provides for. In the event that Saratoga is awarded any portion of this contract, we will extend the opportunity to those entities to join the Sourcewell cooperative.</p>	<p>Many of our government customers are part of existing cooperatives that Saratoga, Pro or SC Fuels currently provides for. In the event that Saratoga is awarded any portion of this contract, we will extend the opportunity to those entities to join the Sourcewell cooperative.</p>	<p>Many of our government customers are part of existing cooperatives that Saratoga, Pro or SC Fuels currently provides for. In the event that Saratoga is awarded any portion of this contract, we will extend the opportunity to those entities to join the Sourcewell cooperative.</p>
<p>Many of our government customers are part of existing cooperatives that Saratoga, Pro or SC Fuels currently provides for. In the event that Saratoga is awarded any portion of this contract, we will extend the opportunity to those entities to join the Sourcewell cooperative.</p>	<p>Many of our government customers are part of existing cooperatives that Saratoga, Pro or SC Fuels currently provides for. In the event that Saratoga is awarded any portion of this contract, we will extend the opportunity to those entities to join the Sourcewell cooperative.</p>	<p>Many of our government customers are part of existing cooperatives that Saratoga, Pro or SC Fuels currently provides for. In the event that Saratoga is awarded any portion of this contract, we will extend the opportunity to those entities to join the Sourcewell cooperative.</p>
<p>Many of our government customers are part of existing cooperatives that Saratoga, Pro or SC Fuels currently provides for. In the event that Saratoga is awarded any portion of this contract, we will extend the opportunity to those entities to join the Sourcewell cooperative.</p>	<p>Many of our government customers are part of existing cooperatives that Saratoga, Pro or SC Fuels currently provides for. In the event that Saratoga is awarded any portion of this contract, we will extend the opportunity to those entities to join the Sourcewell cooperative.</p>	<p>Many of our government customers are part of existing cooperatives that Saratoga, Pro or SC Fuels currently provides for. In the event that Saratoga is awarded any portion of this contract, we will extend the opportunity to those entities to join the Sourcewell cooperative.</p>

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 *
State of Arizona Cooperative	Government	Arizona - AZ	Delivered Fuel Supply Confidential information for internal Sourcewell information only. Subject to redaction before publicly released.	7.3 million gallons annually Confidential information for internal Sourcewell information only. Subject to redaction before publicly released.	Assume \$4 per gallon for approximate dollar values Confidential information for internal Sourcewell information only. Subject to redaction before publicly released.
City of Lubbock	Government	Texas - TX	Delivered Fuel Supply Confidential information for internal Sourcewell information only. Subject to redaction before publicly released.	2.4 million gallons annually Confidential information for internal Sourcewell information only. Subject to redaction before publicly released.	Assume \$4 per gallon for approximate dollar values Confidential information for internal Sourcewell information only. Subject to redaction before publicly released.
City of Amarillo	Government	Texas - TX	Delivered Fuel Supply Confidential information for internal Sourcewell information only. Subject to redaction before publicly released.	1.5 million gallons annually Confidential information for internal Sourcewell information only. Subject to redaction before publicly released.	Assume \$4 per gallon for approximate dollar values Confidential information for internal Sourcewell information only. Subject to redaction before publicly released.
Coconino County	Government	Arizona - AZ	Delivered Fuel Supply Confidential information for internal Sourcewell information only. Subject to redaction before publicly released.	750,000 gallons annually Confidential information for internal Sourcewell information only. Subject to redaction before publicly released.	Assume \$4 per gallon for approximate dollar values Confidential information for internal Sourcewell information only. Subject to redaction before publicly released.
Army & Air Force Exchange Service	Government	Texas - TX	Delivered Fuel Supply Confidential information for internal Sourcewell information only. Subject to redaction before publicly released.	6 million gallons annually Confidential information for internal Sourcewell information only. Subject to redaction before publicly released.	Assume \$4 per gallon for approximate dollar values Confidential information for internal Sourcewell information only. Subject to redaction before publicly released.

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>Saratoga and its parent company, Pilot Travel Centers, LLC, has a sales and support staff of approximately 150 individuals spread throughout the country with satellite offices in California, Arizona, Colorado, Nevada, Texas, Tennessee, and Florida. The sales and support groups are focused on the wholesale division for fuels and diesel exhaust fluid that will service the proposed Sourcewell agreement.</p> <p>Sales staff are full time and direct working specific regions and work directly for the parent organization, Pilot Travel Centers LLC, regardless of dba entity (Pro, SC Fuels, Transmontaigne, Saratoga, Tartan, Tri Star DEF or Pilot), Each of them is supported by a national freight and transportation group and regional supply managers.</p>

26	Dealer network or other distribution methods.	<p>Saratoga provides fuel products directly from our network of pipeline, shipping, trucking and terminal assets, meeting or exceeding required market fuel product specifications. Through its travel center operations and national wholesale footprint, Saratoga's programs are supported by the 1500 strong owned fuel transport fleet, owned, leased and third party terminal network as well as strategic carrier partners in the proposed marketing area. Additionally, utilizing our own fuel supply, in many cases inventoried, stored and owned in our terminals, provides a market strength for supply and distribution that will support the cooperative agencies of the future Sourcewell agreement.</p> <p>Saratoga has the readily available resources to efficiently execute the described scope of work as proposed primarily as we will leverage our fuel supply and storage assets and partnerships that serve Pilot's 838 Travel Store national locations in 48 states and six Canadian provinces as well our commercial and governmental wholesale fuel and diesel exhaust customers. Distributing over five billion annually in the wholesale market ensures that Saratoga has the financial means, distribution networks, partnerships and support to fully execute a Sourcewell agreement and service Sourcewell's cooperative agency</p>	*
27	Service force.	<p>Pilot Travel Centers LLC, the parent organization operating in the US and Canada, has a 28,000 strong workforce to serve our valued customers day in and day out. Our central and regional dispatch offices are open 24 hours a day, seven days a week, 365 days a year including holidays, employing the latest communication and tracking technology to ensure a valuable customer experience.</p> <p>From accounting to finance, to marketing, operations, sales, trading, transportation, supply and all the many departments and groups that come together to provide a sustainable and valuable customer experience for our customers, we are here to provide with our mission statement of "Fueling Life's Journeys"</p>	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The order entry process is streamlined to provide an efficient, flexible and clean process for order fulfillment. Customers are set up and provided an account number and contact information to achieve any need they may have as it relates to their fuel supply account. They may utilize multiple methods of ordering fuel including email, toll free call, direct call and automated deliveries via inventory management.</p> <p>1-800-562-6210 ext 2562 toll free 865-474-2562 direct Wholesale.orders@saratogarack.com Automated via Remote Inventory Management</p>	*
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.	<p>In addition, where applicable, Saratoga will provide inventory management and automated order fulfillment to COOP members from existing equipment that may be in place or equipment supplied by Saratoga, to enhance the customer experience. This is an optional choice for the higher volume or more complex fueling programs and can be achieved with little to no cost, depending on the existing infrastructure already in place.</p> <p>The enclosed proposal to Sourcewell will be managed directly by Saratoga for order entry, order fulfillment and invoice/document management. By limiting the number of distribution terminals as we have in this offer, it enables us the ability to utilize owned assets (supply and delivery). We would request of Sourcewell, in the event of an award, the ability to expand our distribution areas to further serve more clients as the need is identified. The ability to expand our offer to more areas is substantial, as we currently provide products from over 400 fuel terminals nationwide.</p>	*

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.	<p>The cornerstone of our service offering is our around-the-clock customer service and our 48-hour fuel supply delivery commitment from order receipt. Our Wholesale Order Fulfillment center is open 24 hours a day, seven days a week, 365 days a year providing patron access to industry experts for supply orders, questions, and billing inquiries. Additionally, we provide an online customized customer account internet portal that houses agreements and bills for consumer convenience.</p> <p>All Saratoga clients are assigned a direct customer success specialist (CSS) who will be the main point of contact, that has direct phone line and email, to efficiently manage and complete account inquiries. This individual works directly with the Saratoga client account marketer, billing department and wholesale order fulfillment center to make sure our clients are very satisfied with our fuel supply services throughout the contract period.</p> <p>Members of the Sourcewell COOP will have a dedicated CSS under the same contract for streamlined contract and service management. Additionally, our central and regional dispatch officer, open 24 hours a day, seven days a week, 365 days a year including holidays, employ the latest communication and tracking technology to exceed the COOP's fueling needs.</p> <p>Measurements in place to ensure customer experience quality include open/close cases as well as response time measurement for customer inquiries. In addition to assigned Customer Service representation, redundant support exists at all levels.</p> <p>Specific to this contract, the management of this agreement will fall under the Government Sales Division managed by Josh Epperson, with over 30 years' experience in wholesale fuels, 23 of those focused specifically in the Government space with States, Counties, Cities, Defense Fuels and Transits</p>
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.	<p>Saratoga has provided within this proposal the means to distribute products from 45 terminal facilities spanning 15 states. This product offering will be for transport delivery only for the primary products. Although we are aware that we could offer a large slate of products from all 480 terminals and the many product that are available, we have intentionally provided key terminals of strength, geographic coverage and primary products. Should Saratoga be chosen as a supplier and we are able to establish the needs geographically, we will request the ability to expand the offer as needed.</p> <p>Offered States for Service: TX, NY, GA, AL, NC, MS, VA, IL, OH, MI, IN, KS, MN, OK, MO</p> <p>Freight tables have been provided for Sourcewell to easily identify applicable rates by mileage from the closest fuel terminal offered.</p>
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Alaska, Hawaii, Maine, Vermont, Rhode Island, Montana, Wyoming. Yukon, Northwest Territories, Nunavut, New Brunswick, Nova Scotia and Prince Edward Island.
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?	Saratoga has the capability to serve all participating entity sectors. Saratoga has a national presence and services current cooperative contracts. Saratoga will promote and sell a Sourcewell contract anywhere that it does not conflict with an existing agreement.

<p>34</p>	<p>Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.</p>	<ol style="list-style-type: none"> 1. Pricing is subject to annual review and contractual pricing increments may be increased or decreased based on market conditions for supply and freight that will be in effect for the next annual contractual period. This is to ensure that a competitive price is maintained throughout the contract and responsive to a volatile market. Documentation for cause will be provided in full transparency. 2. Payment required is Net 30 upon receipt of correct invoice. 3. Payment is preferred via ACH. 4. Cooperative members may use this contract for specific periods but may not use this contract in conjunction with another agreement for the same location during the same period of time. 5. There may be occasion for larger users to negotiate pricing or terms in specific areas either for volume purposes or special requirements. Saratoga is open to negotiated terms for individual customers representing volume over 100,000 gallons per month. 6. Customers are subject to supply pricing combined with the applicable freight charges as represented in the mileage freight tables. All customers are subject to freight surcharges of 32% that will be billed as a line item. Additional freight charges that may apply include the following: Pump Off \$75 Demurrage \$150 per hour Stop Fee \$50 Split Load Fee \$40 7. All potential users of this agreement are subject to ongoing credit approval. 8. Payment for invoices are accepted via ACH, Wire Transfer and Check only. P Cards are not accepted as fuel payments. 9. Fuel supply and freight offered is for transport delivery only. For diesel that is a minimum of 7200 gallons and for gasoline a minimum of 8200 gallons per order. A mixed load of product of at least 7800 gallons may also be ordered without minimum freight charges. 10. For transport deliveries of less than the stated minimum loads, a minimum freight charge will apply.
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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>Saratoga will provide, supply and distribute marketing materials, web based information as well as public notices via 3rd party applications to support, promote and drive the cooperative participation of this agreement in the areas where Saratoga has been awarded. The assigned CSS will provide a quick setup program whereby users may sign on, be approved and begin use as quickly as possible.</p> <p>Saratoga will additionally provide marketing resources to assist Sourcewell in the development and distribution/notification to potential contract participants. Whereas Saratoga may participate in industry wide trade shows, any areas where Saratoga has been awarded volume will be promoted to Government customers as a potential vehicle to purchase fuel products.</p> <p>Sample informational for emailing and handout has been provided in the document section of this proposal.</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Saratoga's parent company, Pilot Travel Centers LLC, uses Pilot Flying J for its digital marketing plan. Pilot Flying J promotes customer sweepstakes, sales promotions and travelstop information under the motto: "Our mission: making life better for America's drivers." Pilot Flying J is on the following digital platforms:</p> <p>Facebook: https://www.facebook.com/pilottravelcenters/ Instagram: https://www.instagram.com/pilotflyingj/ Twitter: https://twitter.com/pilotflyingj</p> <p>The three accounts have combined for:</p> <ul style="list-style-type: none"> • 256,742 Likes • 307, 139 followers • 318,127 check ins <p>PGA Championship and British Open Champion golfer John Daly follows Pilot Flying J on twitter.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell can help small government agencies and municipalities combine their small fuel usage and procurement and services needs into a larger, attractive contract opportunity. This practice will generate more interest from larger companies, who want to bid on bigger contracts, that leads to increased competition and lower prices to the consumers. Consolidating government entity use on this program will ultimately achieve lower prices, more competitive offers and consistent usage for the users and for Sourcewell.</p> <p>Sourcewell utilizing its historical capacity in this area of contract cooperative consolidation and government contracts will provide the means to quickly define value, make the necessary presence and execute on interest and agreements to service both existing and new cooperative agencies throughout the proposed marketing areas.</p> <p>Saratoga proactively engages in meeting with government agencies and can promote Sourcewell as a fuel supply vehicle.</p>
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.	At this time, Saratoga does not provide an e-procurement process for fuel deliveries.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Saratoga does not have any training services to offer under this fuel supply contract.
40	Describe any technological advances that your proposed products or services offer.	Saratoga offers inventory management through remote monitoring to its customers whereby we may remotely monitor existing or assist the customer with necessary installs and equipment to provide that service.

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>Pilot is developing a robust alternative fuels portfolio. For example, Pilot Company and Volvo Group have signed a letter of intent to develop a high-performance charging network open to all battery-electric Class 8 truck brands to support fleet customers in their electrification and decarbonization journeys. This strategic partnership and collaboration between two industry leaders will provide fleets with a reliable electromobility solution that further enables widespread adoption of medium- and heavy-duty electric truck. The company is building upon its current initiatives in the alternative fuels space with a new compressed natural gas (CNG) and hydrogen delivery platform. This expansion includes a partnership with VoltaGrid LLC ("VoltaGrid") to develop a low-carbon fuels network that contributes to reduced emissions and decarbonization for third-party customers in industries like water disposal, dual-fuel applications, water heating operations, and natural disaster response. Pilot Company's recent investment in a large-scale fleet of CNG and hydrogen trailers and in VoltaGrid's low-carbon oilfield and mining services business is estimated to bring 350,000 gallons equivalent of low carbon fuel to the market daily. This partnership will advance VoltaGrid's power generation venture for electric completions and look at further growth through the joint development of large-scale low-carbon fuel terminals in 2022 and early 2023.</p> <p>This year Pilot also announced a partnership with GM to build out Coast-to-Coast EV Fast Charging Network. To accelerate the widespread adoption of EVs, increase access to charging and help enable long-distance electric travel of people and vehicles across the U.S., GM and Pilot Company (Pilot and Flying J) are collaborating on a national DC fast charging network that will be installed, operated and maintained by EVgo through its eXtend offering. This project demonstrates how public and private entities can come together to build out the nation's charging infrastructure, particularly along American highways, connecting urban and rural communities, the East and West Coasts and different metropolitan areas.</p> <p>This network of 2,000 charging stalls, co-branded "Pilot Flying J" and "Ultium Charge 360", will be powered by EVgo eXtend and open to all EV brands at up to 500 Pilot and Flying J travel centers. GM customers will receive special benefits like exclusive reservations, discounts on charging, a streamlined charging process through Plug and Charge and integration into GM's vehicle brand apps providing real-time charger availability and help with route planning. This collaboration is expected to enhance America's EV driving experience.</p> <p>The Pilot and Flying J travel centers plan to feature numerous fast charging stalls provided by EVgo, including high power fast chargers capable of offering up to 350 kW1. EVgo, which is also working with GM to add more than 3,250 fast chargers in American cities and suburbs by the end of 2025, was chosen as a strategic collaborator due to its expertise in building, operating and maintaining DC fast charging infrastructure. Many of these sites will feature canopies to help protect customers from the elements while charging, as well as pull-through capability allowing convenient charging for electric pickup trucks and SUVs pulling trailers.</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.	<p>Saratoga and Pilot do not have 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.</p>
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.	<p>Pilot established the guiding "IDEA" strategy to connect people and places in a culture where all team members are included, empowered, and encouraged to bring the best version of themselves to work every day.</p> <p>Inclusion strategy refers to efforts around intentional sourcing and building a welcoming environment, where all team members feel respected, supported, and valued as a person to fully participate.</p> <p>Diversity strategy refers to the ways in which organizational culture supports, celebrates, and encourages a variety of experiences, values, worldviews, and approaches.</p> <p>Equity strategies ensure that Pilot identifies goals toward removing barriers to equitable treatment, access, opportunity, and advancement.</p> <p>Awareness model promotes a willingness to honestly assess how the Company is organized and operating.</p> <p>Pilot prioritizes its "IDEA" strategy and recently announced that industry legend Angela Cody will serve as the company's first Director of Inclusion, Diversity, Equity and Awareness. This newly dedicated role is focused on developing intentional strategies to help meet the unique needs of the company's team members, facility guests, and to strengthen the culture of genuine care. While in its infancy, Pilot is committed to doing better every day and is already seeing positive impacts from this effort. Pilot values the importance of working with Minority, Women, and Disadvantaged Business Enterprise (MWDBE) subcontractors and has a lengthy list of nationwide MWDBE long-term partners. When reviewing subcontractors, Pilot believes in giving back to the local communities by using diversified and local businesses for the various trade work whenever possible.</p>

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>Saratoga is a leading national and Texas fuel shipper, refiner and supplier. We operate in the contiguous United States and six Canadian provinces as the wholesale and energy division of our parent company Pilot Travel Centers LLC (Pilot).</p> <p>Pilot is a well-known national travel center and truck stop chain spanning the country under the brands of Pilot and Pilot Flying J at over 700 locations. The organization is ranked number seven on the 2021 America's Largest Private Companies with \$26.6 billion in revenue and 28,000 employees according to Forbes.</p> <p>Saratoga holds primary positions on pipelines and storage and is the nation's supply leader in wholesale fuels and diesel exhaust fluid (DEF). We distribute over five billion annual gasoline and diesel gallons via our 1,500 delivery assets to our clients and are well prepared and staffed to service the fuel needs of Sourcewell cooperative members.</p> <p>Quality: Saratoga provides fuel products directly from our network of pipeline and terminal assets meeting or exceeding required market fuel product specifications in quality and safety for all fuel products being offered in this proposal. In most cases, we are supplying this product from our inventories at the terminal level and delivering with our locally based fleet. This provides an extra layer of supply security and internal control over our supply and delivery functions.</p> <p>The cornerstone of our service offering is our around-the-clock customer service. Our Wholesale Order Fulfillment center is open 24 hours a day, seven days a week, 365 days a year providing patron access to industry experts for supply orders, questions, and billing inquiries. Additionally, we provide an online customized customer account internet portal that houses agreements and bills for consumer convenience.</p> <p>In today's volatile market for supply and freight, partnering with an established industry leader such as Pilot and Saratoga provides an extra level of supply and delivery security that Sourcewell may depend on to serve their cooperative fuel program.</p>
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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?	Fuel supply and commodities in general do not have warranties but are provided industry specifications that are to be met. All products provided are new and will meet or exceed the industry required product specification for the area in which they are distributed.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Product warranties or quality controls may be impaired via comingling or usage of additives introduced into the product.
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.
48	Describe any service contract options for the items included in your proposal.	Saratoga offers inventory management through existing tank monitors or Saratoga provided monitors to maintain needed fuel levels for COOP members' consistent operations. This too will improve the overall customer experience for fuel replenishment and operational controls.

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	Saratoga will meet the performance standards in the described scope of work specific to product quality, on time deliveries, financial capability and as the performance relates to acceptable industry standards.
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Saratoga will meet the performance standards in the described scope of work specific to product quality, on time deliveries, financial capability and as the performance relates to acceptable industry standards.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	Describe your payment terms and accepted payment methods.	Saratoga accepts Wholesale Net 10 delivered and Net 30. Saratoga also accepts wire transfer and paper check payment methods.
52	Describe any financing options available for use by educational or governmental entities.	Saratoga does not offer 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.	Upon award, Saratoga, in conjunction with Sourcewell will provide industry standard agreements that incorporate the standards and requirements for both Saratoga and Sourcewell. Saratoga will provide the legal expertise to design a single and usable agreement.
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?	No, Saratoga does accept the P-card procurement.

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 *
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.	<p>Pricing offered in this agreement is provided as a supply price and a freight price. These two are combined for a delivered price offer for transport deliveries of product by mileage. All additional charges for freight have been identified. Those additional freight charges, if applicable as well as non exempt taxes and fees will be billed by area as required.</p> <p>Each terminal provides a supply offer as well as an index. This will be the applicable rate to all gallons distributed from that terminal by product. Some larger users may have the ability to convert this index to another to meet their needs.</p> <p>Clear supply pricing descriptions have been provided in the pricing documents.</p>
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.	Clear supply pricing descriptions have been provided in the pricing documents.
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.	This proposal does not include percentage discounts, only cents per gallon discounts.
58	Describe any volume or quantity discounts or rebate programs that you offer.	Saratoga does not offer any volume or quantity discounts or rebate program other than the listed discounts per index cents per gallon and rebates offered to contract consolidator.

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.	For the larger or consolidated customer volumes, Saratoga may initiate or accept offers of negotiation to offer pricing consistent with volume. Otherwise, quoted pricing will be utilized.	*
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.	Additional freight charges that are applicable have been identified and listed. Each product is represented by an index and discount based on published indices daily. Applicable, non exempt taxes and fees will be billed as separate line items as applicable. Cooperative customers will be required to provide exemption information/certification for taxes to be removed from billing.	*
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.	Supply and freight pricing have been separated although they will be combined and required for all fuel deliveries. The first segment for supply pricing provides an index based daily discount. The freight and any additional charges has been provided as a table as well based on mileage from the supply terminal and will be applied at set up.	*
62	Specifically describe freight, shipping, and delivery terms or programs applicable to Sourcewell Participating Entities in Alaska, Hawaii, and Canada.	Freight can be charged as a separate line item or combined as a cents per gallon with the established supply rate for mileage. Mileage is based on transport delivery of products only. Freight rates will have an applicable surcharge applied to them. This rate will stay effective for one year and is subject to be modified annually. Additional freight charges including minimum freight, pumps, stops etc. will be billed as separate line items as quoted in this proposal.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	This proposal is based on transport deliveries of gasoline and diesel fuel products. Locations must be able to accept transport sized delivery vehicles.	*

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.	

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 Sourcewell. This process includes ensuring that Sourcewell 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 Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Compliance reporting occurs at all levels for invoicing, accounts receivable, service response time, credit and rebill and price validation. As this contract is awarded, custom reporting to specifically measure Saratoga's output as it relates to this contract will be established, agreed to and implemented within 30 days of contract award.
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.	<ol style="list-style-type: none"> 1. Contract setup (time and accuracy) 2. Credit and Rebill 3. Tax and Price Compliance 4. 3rd Party Fee Compliance
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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.)	Saratoga proposes to pay an administrative fee to Sourcewell as calculated on invoiced gallons per calendar quarter. That fee is offered at \$.0050 per gallon. (50 points per gallon).

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>For this specific agreement, Saratoga offers bulk fuel supply of gasoline and diesel fuels for primary fuel products delivered by transport delivery vehicles. Pricing, discounts and terms have been provided within this proposal.</p> <p>Saratoga Rack Marketing LLC (Saratoga) provides a uniquely cost-effective gasoline and diesel supply service because we utilize the 1,500 strong transport fleet from our parent company, Pilot Travel Centers LLC (PTC) headquartered in Knoxville, Tenn., Pilot, and our specialized common carrier partners. Our central and regional dispatch offices, open 24 hours a day, seven days a week, 365 days a year including holidays, employ the latest communication and tracking technology to ensure a valuable customer experience.</p> <p>We have the resources to efficiently execute the described scope of work because we will leverage our fuel terminal supply partnerships that serve Pilot's 836 Travel Store locations in the nation as well our commercial and governmental customers.</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Saratoga's NIGP Commodity class codes are:</p> <p>405-09 Fuel Oil Diesel 405-15 Gasoline, Automotive</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	Saratoga can provide 87, 89, 93 Conventional, 87(CBOB), 89, 93 E10 Gasoline, Clear and Dyed ULSD and a mix of various biodiesel blends in key markets where applicable. *
71	Aviation fuels, fluids, gasolines, or additives (identify applicable formulations, grades, and blends in pricing upload material)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No. *
72	Heating fuels or gases (identify applicable formulations, grades, and blends in pricing upload material)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Saratoga can provide dyed ULSD in key markets for heating oil purposes. *
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	Saratoga provides alternative fuels including Renewable diesel, E15 and biodiesel blends in key markets. Those products are available to customers under mutual agreement but have not priced in this offer. *
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	<p>Saratoga provides fuel products directly from our network of pipeline and terminal assets meeting or exceeding required market fuel product specifications in quality and safety for all fuel products being offered in this proposal. In most cases, we are supplying this product from our inventories at the terminal level and delivering with our locally based fleet. This provides an extra layer of supply security and internal control over our supply and delivery functions.</p> <p>The cornerstone of our service offering is our around-the-clock customer service. All Saratoga clients are assigned a direct customer success specialist (CSS) who will be the main point of contact, that has direct phone line and email, to efficiently manage and complete account inquiries. This individual works directly with the Saratoga client account marketer, billing department and wholesale order fulfillment center to make sure our clients are very satisfied with our fuel supply services throughout contract duration.</p> <p>Each Sourcwell member will have one CSS under the same contract for streamlined contract and service management. Our Wholesale Order Fulfillment center is open 24 hours a day, seven days a week, 365 days a year providing patron access to industry experts for supply orders, questions, and billing inquiries. Additionally, we provide an online customized customer account internet portal that houses agreements and bills for consumer convenience. *</p>

Table 15: Industry Specific Questions

Line Item	Question	Response *
75	Describe your ability to fuel a mixed fleet during the same route.	Saratoga does not provide direct fleet fills. However, Saratoga does have the ability to provide spilt delivery loads of all varieties of gasoline and diesel for both above and under ground storage tanks.
76	Describe any emergency fueling programs you offer.	The Saratoga assigned customer success specialist is a direct point of contact that can address all emergency orders during business hours. Meanwhile our Wholesale Order Fulfillment center, reachable by phone and email is open 24 hours a day, seven days a week, 365 days a year providing patron access to industry experts for supply and emergency orders, questions, and billing inquiries. With these resources Saratoga can meet received emergency fueling orders within 48 hours and provide our clients with a robust emergency fueling program under every contract.
77	Describe your carrier network.	Moving over five billion gallons annually in the wholesale space alone requires that the technical and management expertise be in place at all times. Many of the industry's leaders are members of Pilot's 28,000 strong employee base. Backed by our parent organization, Pilot, our 1,500 nationwide fleet and substantial nationwide area supply network positions that fuel our 836 North American Travelstops from over 480 terminal facilities, Saratoga will exceed the needs of all Sourcewell members in supply, freight, and service.

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](#) - SRM Sourcewell Cost Template FINAL.pdf - Thursday December 15, 2022 13:47:32
 - [Financial Strength and Stability](#) - SARATOGA RACK MARKETING LLC - DB 10-28-2022.pdf - Thursday December 15, 2022 13:48:27
 - [Marketing Plan/Samples](#) - SaratogaRackMarketingAboutUS.pdf - Monday December 12, 2022 14:24:35
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - SRM Warranty Statement.pdf - Monday December 12, 2022 14:27:56
 - [Standard Transaction Document Samples](#) - SRM Sample Invoice.pdf - Monday December 12, 2022 14:36:32
 - [Upload Additional Document](#) - PTC Evidence of Insurance 2022-23.pdf - Thursday December 15, 2022 13:51:50

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. - Bill Cashmareck, Vice President Business Development, Saratoga Rack Marketing 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

**AMENDMENT #1
TO
CONTRACT # 121522-SRT**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Saratoga Rack Marketing LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Fuel Delivery with Related Services to Sourcewell and its Participating Entities, effective March 31, 2023, through February 10, 2027 (Contract).

Supplier has recently added new fuel supply terminals in California and Arizona and wishes to expand the service area identified in the Contract.

The parties agree, that in order to support Supplier’s expanding service area, going forward, Supplier may expand the service area covered under this Contract by submitting a Product and Pricing Change Request (as defined in Article 4) that clearly identifies the new fuel supply and freight terminal pricing for all locations serviced.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: Jeremy Schwartz, Director of Operations/CPO

Date: 10/3/2023 | 11:20 AM CDT

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Date: 10/3/2023 | 11:25 AM CDT

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