



TASB Energy Cooperative

P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222 • 800.580.8272

Administered by the Texas Association of School Boards Inc.

NOTICE OF REQUEST FOR PROPOSAL

Proposal Name: Fixed-Rate Transportation Fuel Service

Proposal Submission & Opening Date & Time:
April 1, 2010 at 3:00 PM

Proposal Number: TEC-101-10

Panel Term: One Year beginning May 1, 2010

Projected Panel Award Date: April 29, 2010

The TASB Energy Cooperative, 12007 Research Blvd., Austin, Texas 78759, is a statewide cooperative for school districts, junior colleges, cities, counties, and other political subdivisions in the State of Texas. The Energy Cooperative is administered by the Texas Association of School Boards, Inc., a Texas nonprofit corporation located at 12007 Research Blvd., Austin, Texas 78759.

The TASB Energy Cooperative is issuing this Request for Proposal for qualified vendors interested in serving Cooperative members with fixed per-gallon pricing for transportation fuel and related services under the Cooperative's Fixed-Rate Fuel Program. Through this Request, the Energy Cooperative intends to select a panel of vendors for a 12-month panel term. The panel vendors will have the opportunity, through a subsequent procurement process, to bid and be selected by the Cooperative to provide fixed-rate fuel and related service to Cooperative Members participating in specific fixed-rate fuel pools to be organized by the Energy Cooperative during the 12-month panel term.

Only questions received in writing will receive a response; therefore, questions regarding this Proposal Notice shall be addressed to:

Texas Association of School Boards, Inc.

Attn: Sharon McAfee

Postal Address: P.O. Box 400, Austin, TX 78767-0400

Physical Address: 12007 Research Blvd., Austin, TX 78759

Fax: 800-211-5454

E-Mail: Sharon.mcafee@tasb.org

Sealed proposals are being submitted for the products and services set forth in this Proposal Notice. Proposals must be submitted in accordance with the instructions in Section III (Proposal Submission Requirements).



TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
I. INTRODUCTION	3
II. SCOPE OF FUEL PROGRAM	4
III. PROPOSAL SUBMISSION REQUIREMENTS	7
IV. PROPOSAL RESPONSE	8
V. PROPOSAL EVALUATION CRITERIA	11
ATTACHMENT 1 – PROPOSED FUEL PURCHASE AGREEMENT TERMS	13
ATTACHMENT 2 – SERVICES AGREEMENT	18
FORM A - AGREEMENT REGARDING NOTICE OF REQUEST FOR PROPOSAL AND BIDDER’S PROPOSAL	23
FORM B – FELONY CONVICTIONS DISCLOSURE STATEMENT	25
FORM C – OUT OF STATE CERTIFICATION	26
FORM D – HISTORICALLY UNDERUTILIZED BUSINESS (HUB)	27
FORM E – DEVIATIONS & COMPLIANCE SIGNATURE FORM	28
FORM F – SERVICE LISTINGS	29
FORM G – FREIGHT RATES AND OTHER DELIVERY CHARGES	30
FORM H – REGIONAL SERVICE DESIGNATION	32
FORM I – REFERENCE INFORMATION	33



TASB Energy Cooperative
P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222 • 800.580.8272

Administered by the Texas Association of School Boards Inc.

I. INTRODUCTION

A. Texas Association of School Boards, Inc.

The Texas Association of School Boards, Inc. (“TASB”) is a voluntary, nonprofit, statewide educational association that serves Texas public school districts. TASB was created in 1949 by local school board members for the specific purpose of providing services to school leaders and their districts. All services offered by TASB are therefore backed by more than 60 years of experience with Texas public schools. TASB’s mission is to promote educational excellence for Texas schoolchildren through advocacy, visionary leadership, and high quality services to school districts.

TASB’s membership includes all 1,035 Texas school districts, 20 regional education service centers, 49 community colleges, 34 tax appraisal districts, and 146 shared service arrangements. TASB represents the largest group of publicly elected officials in the state (more than 7,000 school board members), who collectively preside over expenditures of more than \$43 billion annually, employ more than 600,000 people, and serve over 4.7 million Texas students. Additional information on the history, background and services provided by TASB is available at TASB’s Web site: www.tasb.org.

B. TASB Energy Cooperative

The TASB Energy Cooperative (“Energy Cooperative”), an administrative agency of cooperating local governments created under the Texas Interlocal Cooperation Act (Chapter 791 of the Texas Government Code), is a local governmental cooperative that was established in 2008 to allow school districts and other governmental entities that join the Cooperative to competitively procure goods and services on an aggregated basis. The Energy Cooperative is administered by and receives administrative and technical expertise from TASB. The Energy Cooperative Board of Trustees awards contracts to vendors, based in part on TASB’s recommendations. Because the Energy Cooperative may act directly or through TASB, references in this Request for Proposal (“RFP”) to the “Energy Cooperative” shall mean both entities collectively, unless a distinction is made otherwise in the content and context of this document.

C. Overview of Energy Cooperative Fixed-Rate Fuel Program

The Energy Cooperative established a fixed-rate transportation fuel pilot program in the summer of 2009 in response to the volatility of transportation fuel costs and the impact of that volatility on the budgets of school districts and other governmental entities. The pilot program’s objective was to secure beneficial pricing for gasoline and diesel fuel during a pre-set term. Under the pilot, the Energy

Cooperative aggregated specified quantities of fuel for Cooperative members (“Members”) participating in the program. The Members agreed to purchase specific amounts of fuel during a specific term from the fuel vendor selected by the Energy Cooperative for the pilot program.

The Energy Cooperative has determined that the fixed-rate transportation fuel pilot will be an ongoing program of the Cooperative. Therefore, the Energy Cooperative issues this RFP to qualified fuel suppliers and/or distributors that are interested in serving Members with fixed per gallon pricing for gasoline and diesel fuel (collectively “Fuel”) and related services through the Cooperative’s Fixed-Rate Fuel Program (“Fuel Program”). The Fuel Program will have two levels of procurement. In the first

level, the Energy Cooperative Board intends to select, from the Bidders that respond to this RFP, a finite panel of qualified vendors (“Approved Vendors”) whose products and services represent best value for Members. The approved Vendors will serve on the panel for a 12-month term (“Panel Term”). Prior to the end of the Panel Term, the Cooperative will issue another RFP to select Approved Vendors for the subsequent 12-month term, and this process will likely be followed for the duration of the Fuel Program.

In the second level, the Energy Cooperative will obtain price bids from Approved Vendors for specific aggregated Member pools or single, non-pool Member purchases, as the case may be. (A reference to “Pool” in this RFP means both a specific aggregated Member pool and a single Member purchase unless otherwise indicated.) Approved Vendors will be asked to provide indicative pricing when a Pool is being created, and then final executable fixed-price bids at the time the Pool is executed. The Energy Cooperative Board will choose one of the Approved Vendors as the “Selected Vendor” to serve the Pool, again based upon best value to Members.

This RFP is designed for the first level of procurement only; that is, to select the panel of Approved Vendors for the Fuel Program. Bidders will not submit fixed-rate Fuel pricing or bids as part of this first level process. Shortly after selecting the Approved Vendors through this RFP, the Energy Cooperative expects to initiate the second level of procurement and will at that time provide detailed instructions to Approved Vendors for submitting fixed-rate pricing and bids.

To date, the Energy Cooperative has received interest from multiple Members to purchase more than 1,000,000 gallons of Fuel annually. However, the Energy Cooperative and TASB do not guarantee or commit as part of this RFP award process that any minimum number of Members will participate in the Fuel Program or that any minimum amount of Fuel will be purchased. Additionally, the Energy Cooperative and TASB do not guarantee that an Awarded Vendor will be chosen as the Selected Vendor for one or more Fuel Pools. The selection of the Selected Vendor for a specific Pool will be based upon best value to the participating Members.

II. SCOPE OF FUEL PROGRAM

The Energy Cooperative seeks a relationship with reputable fuel vendors to provide Fuel at a competitive fixed per-gallon price and the services described below (collectively “Fuel Service”) to the Cooperative and Cooperative Members, as applicable, through the Fuel Program. The intent of this RFP is to select a panel of Approved Vendors and to establish a purchase agreement (Purchase Agreement)

with each Approved Vendor that sets out the terms and conditions pursuant to which a Member may purchase Fuel Service from the Vendor. Certain aspects of the Fuel Program will be addressed in the Purchase Agreement and other aspects will be addressed in the Services Agreement that each Approved Vendor will be required to enter into with the Energy Cooperative. The Purchase and Services Agreements are discussed in greater detail in Paragraphs F (Purchase Agreement) and G (Services Agreement) of this Section II.

A. SERVICES

The Energy Cooperative seeks vendors that will provide high-quality Fuel, agree to reasonable contract terms and conditions, offer state-wide delivery of Fuel, and provide outstanding customer service. The services to be provided by an Approved Vendor chosen to be the Selected Vendor for a Fuel Pool include the following:

1. **Product Delivery.** The vendor is responsible for the timely delivery of Fuel to the Member in accordance with the Purchase Agreement. The vendor is expected to absorb any increased cost the Member incurs as a result of a delayed delivery.
2. **Member Account Management.** The vendor shall send each Member an invoice that includes the price of the Fuel, the Energy Cooperative's administrative fee, transportation and delivery charges, and any applicable taxes and fees. Any credits and taxes shall be passed through at cost and the vendor shall timely remit these amounts to the payee entities.
3. **Energy Cooperative's Administrative Fee.** The vendor shall collect the Energy Cooperative's administrative fee, which currently is the lesser of two percent (2%) of the fuel purchase price or \$0.05 per gallon of orders generated from any Pool awarded under this Proposal Notice, and remit such fee to the Energy Cooperative (or designee) on a monthly basis.
4. **Customer Service.** The vendor shall identify and maintain a dedicated account manager for Members and the Energy Cooperative who will be available during normal business hours. The account manager shall promptly respond to questions or concerns from a Member or the Cooperative (including TASB staff) and assist them in resolving billing, collection, account management, customer service or other issues.

In addition to providing the products and services described above if chosen to be the Selected Vendor for a Fuel Pool, Approved Vendors are expected to help the Energy Cooperative develop and implement a Fuel procurement strategy for the Cooperative to benefit all of its Members. For example, Approved Vendors may be asked to provide regular and periodic pricing information, such as daily rack and fixed futures pricing, to assist the Cooperative in determining the timing for its Fuel Pools. Additionally, the Energy Cooperative expects Approved Vendors to help develop flexible purchasing strategies to provide Members with budget certainty and opportunities to lower their Fuel costs. These strategies may include the regular review of published futures prices to determine optimum times for Members to lock in fixed prices and options for Members to receive a reduction in their fixed price under certain circumstances.

B. MARKETING

Approved Vendors will be required to help the Energy Cooperative market the Fuel Program. **Approved Vendors may not actively market or provide Fuel at fixed contract rates to Texas school districts during the Panel Term except through the Energy Cooperative's Fuel Program.**

C. TRANSPORTATION AND DELIVERY COSTS

As explained in Section I, Paragraph C (Overview of Energy Cooperative Fixed-Rate Fuel Program), this first level RFP is designed to select the panel of Approved Vendors for the Fuel Program and not to obtain fixed-rate Fuel price bids. Approved Vendors will submit fixed-rate Fuel pricing and bids to provide Fuel in accordance with their Purchase Agreements as part of the second level process to choose a Selected Vendor for a specific Fuel Pool. The fixed price solicited at that time will be for the Fuel commodity only and the quoted price cannot include charges for transportation and delivery.

Although fixed-rate Fuel commodity pricing is not part of the first level of procurement, the Energy Cooperative will consider Bidders' transportation and delivery charges in evaluating Bidders and selecting Approved Vendors under this RFP. Bidders must provide their freight rates (distance from rack to Member delivery point) and identify and provide all transportation and delivery charges and surcharges that may be invoiced in relation to the transportation and delivery of the Fuel, e.g. delivery, surcharge, demurrage, lift and pump fees, etc. on Form G of this RFP.

D. SERVICE REGIONS

Unless a Bidder indicates otherwise on Form H of this RFP, the Bidder will be required to provide service throughout Texas. **A Bidder not intending to serve the entire state must designate the regions that it can serve on Form H.** The Bidder must also indicate and explain on Form H any variations or deviations from the Bidder's rates and charges shown on Form G that are associated with service to the designated regions.

E. PRICING

The Energy Cooperative desires a transparent pricing process that will enable it to quantify and verify the value the Fuel Program and participation in a Fuel Pool provides to its Members. The method used by an Approved Vendor to determine its indicative and executable fixed-rate prices should be clear, understandable, and certain. An example of such transparency includes, but is not limited to, the inclusion of pricing formulas used to derive the fixed price per gallon.

F. PURCHASE AGREEMENT

One of the Energy Cooperative's objectives in this first level RFP is to establish the terms of the Purchase Agreement that an Approved Vendor chosen to be the Selected Vendor for a specific Pool will use to provide Fuel Service to Members participating in the Pool. Each Bidder must submit a proposed Purchase Agreement as part of its response to this RFP, and the Cooperative or its designee (TASB) may then negotiate with Bidders to establish the final terms of the each Bidder's Agreement. A Bidder

selected to be an Approved Vendor will be required as part of the panel award to use its pre-established Purchase Agreement in all sales of Fuel Service to Members during the Contract Term.

The pre-established Purchase Agreement must include, or address and not be inconsistent with, the Required and Expected Purchase Agreement Terms outlined in Attachment 1 of this RFP. As reflected in the Required Terms, the Purchase Agreement must disclose that the Energy Cooperative will receive an administrative fee that is the lesser of two percent (2%) of the price per gallon set forth in the Purchase Agreement, or five cents (\$0.05) per gallon of the Fuel sold to the Member by the Approved Vendor as a Selected Vendor (*i.e.*, excluding delivery, taxes, and fees).

With respect to general procedures regarding Purchase Agreements, the Energy Cooperative typically requires a Member wishing to participate in a new Fuel Pool that is being created to execute a Letter of Commitment with the Energy Cooperative. The Letter of Commitment formally commits the Member to purchase a certain amount of Fuel at a fixed-rate from the Selected Vendor during a specific contractual period, e.g., 3 months, 6 months, 9 months, etc. After the Pool is executed, the Selected Vendor will enter into a Purchase Agreement directly with each participating Member. The Purchase Agreement is signed by the Selected Vendor and Member only. The Energy Cooperative is not a party to the Purchase Agreement.

G. SERVICES AGREEMENT

Each Approved Vendor must enter into a Services Agreement with the Energy Cooperative as part of the panel award. The required Services Agreement is attached to this RFP as Attachment 2. As reflected in the Services Agreement, the Approved Vendor must agree to pay the Energy Cooperative the administrative fee due on all Fuel it sells as a Selected Vendor.

III. PROPOSAL SUBMISSION REQUIREMENTS

Bidders that wish to compete to become an Approved Vendor to provide fixed-rate Fuel Service to Energy Cooperative Members through the Cooperative's Fuel Program must submit a complete proposal to TASB's Bid Administrator that includes all responses, information, complete and fully executed forms, proposed agreements and other documents specified in Section IV (Proposal Response).

Proposals must be submitted in a sealed opaque envelope (or other non-transparent package or container) marked properly with the following in the upper left-hand corner: name and address of Bidder, name and telephone number of contact person, **Proposal #TEC-101-10 Fixed-Rate Transportation Fuel Service**, and submission deadline. Proposals may be submitted by U.S. Mail, common carrier or other courier or delivery services, or by hand delivery. If forwarded by mail or other courier or delivery service, the sealed proposal envelope, identified as indicated above, should be enclosed in another envelope. Each envelope should be addressed to:

Texas Association of School Boards, Inc.
Attn: Sharon McAfee
12007 Research Blvd.
Austin, TX 78759

Bidders may not submit proposals electronically or by facsimile.

The deadline for submitting proposals is **3:00 p.m., C.S.T., April 1, 2010**. Proposal responses must be received no later than the stated deadline. **Late proposals will not be accepted.**

Following the proposal submission deadline, the Energy Cooperative or its designee (TASB) will review the proposals and may (but will not necessarily) develop a short list of Bidders based on an evaluation of the Bidders' qualifications and responses to this RFP, including their proposed Purchase Agreements. TASB may conduct interviews and/or detailed negotiations for the proposed Purchase Agreements with all Bidders or only the short-listed Bidders. To the extent TASB negotiates Purchase Agreement terms with one or more Bidders, the Bid Administrator will advise the Bidder(s) of the submission deadline for the final version of the proposed Purchase Agreement. The Bidder's final Purchase Agreement must be accompanied by a letter of transmittal signed by an officer or representative with authority to bind the Bidder.

IV. PROPOSAL RESPONSE

The specific responses, information, forms, proposed agreements and other documents that Bidders must include and submit with their proposals are set out in Paragraphs A, B, C, and D. **Vendors (referred to as "you" or "your") must respond completely to the questions and provide the requested information or their proposals may be rejected as incomplete.**

BIDDERS MUST CLEARLY MARK THE INFORMATION THE BIDDER CONSIDERS PROPRIETARY OR CONFIDENTIAL ON EACH PAGE OF THIS PROPOSAL. IF A BIDDER FAILS TO DO SO, THE ENERGY COOPERATIVE AND TASB MIGHT NOT BE ABLE TO REQUEST PROTECTION OF SUCH INFORMATION ON BEHALF OF THE BIDDER IN THE EVENT A THIRD PARTY REQUESTS ACCESS TO SUCH INFORMATION.

A. Background, Qualifications and Experience

The Energy Cooperative will carefully evaluate each Bidder's background and experience and qualifications as a Fuel supplier, and particularly in serving public schools and in providing service under an agreement with terms similar to the Required and Expected Purchase Agreement Terms outlined in Attachment 1. Provide complete and detailed responses to the following:

- 1. Organization and Staffing:** Describe your organizational structure, including any parent company and all affiliates and subsidiaries. Provide a summary of the organizational structure, staffing levels and key members of the business unit that will serve the Members.
- 2. Fuel Supplier and/or Distributor Experience:** Summarize your experience as a Fuel supplier or distributor in Texas and other locations, including the number of customers you currently serve in Texas and the customers' cumulative total gasoline and diesel usage. Specifically indicate your experience in serving schools, local government entities, and members of cooperative programs, and detail your experience in providing service under structures similar to that proposed in this RFP. To the extent available, provide data and statistics demonstrating performance over the last year in achieving customer service and in providing timely and accurate billings.

3. **Financial Resources and Creditworthiness:** Provide the most recent annual report, 10Q and other recent evidence of your financial performance and resources. If you are a subsidiary or affiliate of another company, or are privately held, state the source of financial backing that will be relied upon to guarantee the performance of fixed-rate Fuel pricing and service that will be offered during the term of the contract, and provide other evidence of financial performance for the most recent annual period.
4. **Customer References:** Provide the names, phone numbers and business addresses for 10 customers in Texas who can serve as references for your performance as a Fuel supplier and/or distributor. References that are schools or local governmental entities or are entities operating under a similar structure to that proposed by the Energy Cooperative are preferred.
5. **Customer Service and Complaints:** Describe your plans for providing customer service to the Members, including the handling of questions concerning billing and service, identification of designated customer representatives, and availability of customer service phone lines. Identify any customer complaints against you or your parent or affiliate, if applicable, filed with the Better Business Bureau or any state or federal court during the preceding 18 months. With respect to each such complaint, state the name and address of the complainant, where the complaint was filed, and the substance and resolution of the complaint.
6. **Typical Analysis Sheets:** Provide an identifiable typical analysis sheet (for each Fuel product) based on actual test results showing the properties of the products proposed.

B. Use of the Energy Cooperative's Desired Procurement Approach

To be chosen as a Selected Vendor, a bidder must be willing and able to use the Energy Cooperative's desired procurement approach and assist the Cooperative with the further development of its procurement strategy as explained in this RFP. Provide complete and detailed responses to the following:

1. **Term Lengths:** What is the maximum term and for what terms (i.e. one month, twelve months, and/or three years) are you willing to execute fixed-rate Purchase Agreements with Members?
2. **Required Member Information:** Describe in detail the Member information that is necessary for you to provide fixed-rate Fuel pricing, e.g. tank location, tank size, above or below ground tank, etc.
3. **Involvement of Cooperative:** Describe in detail the process you would implement to involve the Energy Cooperative's designee (TASB) in the development of a purchasing strategy, selection of distributors, and development of fixed-rate Fuel pricing. Describe and provide examples of the Fuel pricing information you would provide to TASB, including futures pricing and the frequency with which you would propose to provide such information.

4. **Delivery and Costs:** Describe in detail the process you would follow to ensure proper and prompt delivery of Fuel to Members and the costs associated with the transportation and delivery of Fuel. For example, if a Member currently works with a local delivery firm, would the local company be able to deliver Fuel procured by the Member from you through the Fuel Program?
5. **Wholesale Counterparties:** State the number of wholesale counterparties with which you routinely transact for wholesale fuel supply. Describe any policies or procedures you use to determine the type of wholesale counterparty with which you transact (i.e. minimum credit or financial requirements, size, etc.) **If you consider this information to be proprietary, a trade secret, or otherwise confidential, explicitly so indicate in your proposal.**
6. **Method for Determination of Fixed Rates:** The Energy Cooperative seeks a transparent pricing formula that will allow it to calculate the fixed price per-gallon using published commodity indices. Explain how you would derive the fixed per-gallon price of the Fuel and provide any formulas that would be used to develop the fixed price.
7. **Energy Cooperative Administrative Fee:** The Selected Vendor for each Fuel Pool must incorporate the administrative fee into the price of Fuel, collect the administrative fee from Members participating in the Fuel Pool through billing, and report and remit payment of the administrative fee to TASB. Would you agree to do this? [Please note that the collection and payment of the administrative fee is required under the Services Agreement discussed elsewhere in this RFP.]
8. **Marketing and Sale through Energy Cooperative:** If you are selected as an Approved Vendor, would you agree to market fixed-rate Fuel to school districts only through the Energy Cooperative Fuel Program and not market or provide fixed-rate Fuel during the Panel Term to school districts and other governmental entities in Texas outside of the Program? Describe in detail how you would help the Cooperative market the Fuel Program.

C. Proposed Purchase Agreement

The terms of the Purchase Agreement that an Approved Vendor will use to provide Fuel Service to Members for Fuel Pools created during the Panel Term will be established through this RFP process. Attachment 1 sets out certain terms (“Required Terms”) that must be included in the Purchase Agreement. Attachment 1 also sets out other terms and addresses other matters (“Expected Terms”) that, as applicable, should be included or addressed in the Purchase Agreement or with which the Agreement must be consistent. Carefully review Attachment 1 and indicate whether you will agree to the stated terms. Identify any specific terms to which you will not agree and explain in detail the reasons.

You are required to submit a proposed Purchase Agreement in response to this RFP. Please include a hard copy of your proposed Agreement with your proposal. After you submit your proposal, you may be asked to email an editable Word version of your proposed Agreement to TASB.

As explained in Section III (Proposal Submission Requirements) the Energy Cooperative or its designee (TASB) may, based on an evaluation of the Bidders’ qualifications and responses to this RFP

including their proposed Purchase Agreements, conduct detailed negotiations for the proposed Purchase Agreements with certain Bidders only.

D. Services Agreement.

Each Approved Vendor will be required to enter into a Services Agreement with the Energy Cooperative. The Services Agreement is attached to this RFP as Attachment 2. Carefully review Attachment 2 and indicate whether you will agree to its terms. Identify any specific terms to which you will not agree and explain in detail the reasons.

E. Forms

Fully complete and execute Forms A-I that are part of this RFP.

V. PROPOSAL EVALUATION CRITERIA

TASB will evaluate Bidders' (referred to as "vendor") proposals based on the following criteria:

- 1) The general reputation of the vendor and its goods or services;
- 2) The quality of the vendor's goods or services;
- 3) The vendor's financial soundness and creditworthiness;
- 4) The extent to which the vendor and its goods or services meet the needs of the Energy Cooperative and its Members, including:
 - (a) The vendor's background and experience in delivering reliable and high quality Fuel Service to schools and governmental entities in Texas under arrangements similar to those proposed in this RFP, including dedicated responsive customer services and timely and accurate billing for services;
 - (b) The vendor's willingness and ability to provide opportunities for and otherwise help Energy Cooperative Members lower their Fuel costs and achieve budget stability and certainty through the Fuel Program;
 - (c) The vendor's willingness and ability to utilize a transparent process that ensures the Energy Cooperative reasonable oversight of and input into the Fuel procurement and pricing process; and
 - (d) The vendor's ability to provide Fuel delivery throughout the state of Texas at costs that are competitive and established through a transparent process;
- 5) The vendor's agreement to the Required and Expected Purchase Agreement Terms set out in Attachment 1;

- 6) The vendor's agreement to the Services Agreement attached to this RFP as Attachment 2;
- 7) The vendor's past relationship with the Energy Cooperative or Texas school districts;
- 8) The impact on the ability of the Energy Cooperative's Members to comply with laws and rules relating to historically underutilized businesses; and
- 9) The value of any optional services offered by the vendor to Cooperative Members in order to support and enhance the quality of fuel services provided under the awarded contracts.

The Energy Cooperative or its designee (TASB) reserves the right to reject any or all proposals. This proposal will be awarded in the best interest of the Energy Cooperative and its Members based on the evaluation criteria included within this RFP.



TASB Energy Cooperative

P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222 • 800.580.8272

Administered by the Texas Association of School Boards Inc.

ATTACHMENT 1

PROPOSED FUEL PURCHASE AGREEMENT TERMS

REQUIRED TERMS

The following terms are required to be included in the proposed Purchase Agreement to be entered into by and between an Approved Vendor (“Seller”) and an Energy Cooperative Member (“Purchaser”) participating in a Fuel Pool for which the Approved Vendor is the Selected Vendor:

1. ENERGY COOPERATIVE ADMINISTRATIVE FEE.

The price per gallon includes an administrative fee of two percent (2%) of the price per gallon under the TASB Energy Cooperative (Cooperative) contract award to Seller, up to a maximum of \$0.05 per gallon. The administrative fee shall be paid by Seller to the Cooperative in accordance with the terms set forth in that certain Services Agreement between the Cooperative and Seller. If the Services Agreement is terminated for any reason before the expiration or termination of this Agreement, Seller shall cease collection of the administrative fee from Purchaser.

2. RISK OF LOSS AND TITLE.

Risk of loss and title to products shall remain with Seller until Purchaser receives physical possession of the Product.

3. APPLICABLE LAW AND VENUE.

This Agreement and the relationship between the Parties shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Texas. The parties stipulate and agree that exclusive jurisdiction and venue for any cause of action arising between the parties shall be in the Texas or Federal courts having subject matter jurisdiction and located in the county of the Purchaser.

4. FORCE MAJEURE.

If, by reason of acts of God, floods, storms, explosion, fires, labor troubles, strikes, insurrection, riots, acts of the public enemy, or federal, state or local law, order, rule, or regulation affecting all companies similar to Seller, either Party (“Claiming Party”), without negligence and upon exercise of due diligence, is prevented from complying with any obligation, covenant, or condition in this Agreement, then, while so prevented, the condition shall be suspended or the obligation or covenant shall be extended, the Claiming Party shall be relieved of the obligation to comply with such obligation or covenant, and the Claiming Party shall not be liable for damages for failure to so comply.

5. NON-APPROPRIATION.

Seller acknowledges that Purchaser is a governmental entity and that Purchaser's ability to perform its obligations under this Agreement is dependent upon the appropriation of public funds. The parties agree that if the delivery period specified by Purchaser extends beyond Purchaser's then current fiscal year into one or more subsequent fiscal years and (i) Purchaser does not appropriate sufficient funds in any subsequent fiscal year to allow Purchaser to continue the purchase of the total quantity of Product covered by this Agreement, and (ii) Purchaser otherwise has no legally available funds for the purchase of the Product, then this Agreement will terminate. Purchaser shall not be obligated to make contract payments beyond the amounts appropriated. However, if any funds are appropriated for Product costs, such funds shall be applied first to the cost of Product to be provided pursuant to this Agreement and any such funds shall not be used to pay for Product from any other vendor. Purchaser agrees to notify Seller in writing of such non-appropriation at the earliest practicable time subsequent to the failure to appropriate funds. As of the termination date under this Section, Seller shall have no further duty to supply Product to Purchaser.

6. LIABILITY.

Seller and Purchaser (each a "Party") agree that neither the TASB Energy Cooperative nor its administrator, the Texas Association of School Boards, Inc., shall in any way be liable to either Party for a Party's default, performance or nonperformance under this Agreement.

EXPECTED TERMS

In addition to the required terms set out above, the Purchase Agreement is expected to include other terms and address other matters that should, as applicable, be included or addressed in the Purchase Agreement or with which the Agreement must be consistent. The Expected Terms are set out below; certain terms are explained and sample language is provided for others. (The proposed Purchase Agreement should use the term "Purchaser" instead of "Member".)

- 1. RATABLE USAGE.** The Energy Cooperative is aware that a school district's rate of fuel consumption depends largely upon the times when school is in session. Due to these factors, ratable usage terms will vary depending on the desired structure and schedule of participating Members. Members desiring the "scheduled" lift of Fuel product may be pooled separately from Members that desire greater flexibility and want to be able to lift the contracted Fuel product quantities at any time during the term of the Purchase Agreement. It is possible that the ratable usage terms in a Purchase Agreement may be customized according to the structure of a specific Pool and needs of the participating Members.

Bidders should describe their policies with respect to scheduling and ratable usage, including policies that would allow a Member to lift the Fuel product in varying quantities over the term of the Purchase Agreement rather than in accordance with an established schedule, and propose language that addresses the Members' need for flexibility. The proposed language should recognize that if an Approved Vendor provides an executable fixed-rate Fuel price for a Pool, the Vendor will be considered to agree to the ratable schedule according to the information that has been provided by the Member in its Letter of Commitment. In other words, a Vendor that gives the Cooperative an executable bid for a Pool is deemed to acknowledge that the ratable usage information provided by participating Members as of that time is sufficient, and that no additional

or more specific ratable use or lift schedule information is required from the Member with respect to the fixed-rate Fuel product.

2. NO INDEMNIFICATION CLAUSE.

It has generally been held that the signing of an indemnity agreement by a political subdivision is an unconstitutional creation of future debt without provision for a tax levy. In addition, it is generally unconstitutional for a political subdivision to assume the obligations of a private party. Thus, the Energy Cooperative cannot agree to any provisions that require a Member to indemnify a vendor.

3. BILATERAL CONTRACT TERMS.

As a general principle, the Energy Cooperative expects that “standard” contract provisions such as Limitations of Liability, Events of Default, Remedies in Event of Default, and Assignment are bilateral and that any limitations on damages in the event of default are placed equally upon both parties.

4. PAYMENT TERMS.

Texas law generally provides that payment of an invoice by a governmental entity is not delinquent until 31 or 46 days after the invoice date for the good or service, depending upon how frequently the governing body of the governmental entity meets. Accordingly, as a practical matter, Members should have up to 45 days for payment of invoices. In addition, Members will not post credit support or be subjected to a delivery limitation based upon credit limits.

5. TAXES.

Political subdivisions are generally exempt from sales, excise and usage taxes. Members will only pay those taxes, without markup, from which they are not exempt.

6. LIABILITY FOR FUEL SPILLS AND SUBSEQUENT REMEDIATION.

Bidders should include a provision that addresses liability for Fuel spills and subsequent remediation.

7. INSURANCE

Sellers are expected to maintain at their own expense, such insurance as necessary to protect the Energy Cooperative and Members, as applicable, from all claims for bodily injury, death, or property damage that might arise from the performance of the Seller or the Seller’s employees or agents of any service required under the Purchase Agreement. Bidders should include a provision that sets out their existing and proposed insurance coverage.

8. PRICING.

All pricing structures shall remain firm for the duration of the contract. In the event of price decreases, however, such price decreases are permitted for all products. Contract prices shall not include transportation charges. Transportation charges will be paid by Members separately.

9. DELIVERY RESPONSE.

Routine delivery response to any Member shall be within 24 hours after receipt of a purchase order. Delivery shall be made during normal working hours of the individual Member. In the

event Fuel cannot be delivered within the specified time, each Member reserves the right to purchase the item(s) from other sources, without penalty.

Any Member may request emergency delivery. A Seller shall use its best efforts to comply with rush or emergency requests. However, if the Seller cannot fulfill the emergency delivery requirements, the Member may procure its needs from alternative sources, without penalty.

10. WARRANTY/GUARANTY.

All products purchased under this contract shall be free from defects.

11. FUEL.

All Fuel delivered under the Purchase Agreement will be high quality, volatile hydrocarbon fuel free from any foreign substances or water, or any alcohol additives or extenders which may damage vehicles/equipment or contaminate storage tanks. All Fuel sold under Agreement shall be of the same quality or better than that which is available to the general public through retail outlets.

12. TEMPERATURE ADJUSTMENT.

The Seller shall make compensation for change in temperature of Fuel at loading point at the time the Fuel was unloaded into the transport and must show the correction and adjustment made in gallons delivered to each entity using 60 degrees Fahrenheit as the normal temperature reading. Delivery slips reflecting gross gallons temperature and adjusted gallons must be available at the time of delivery.

13. DELIVERY LOADS/LOCATIONS.

Delivery loads may vary and Seller may be required to split deliveries at different locations. Fuels are to be delivered F.O.B. to storage tanks as directed by the Member. The Seller will be responsible for insuring constant availability of Fuel at these various locations and in the event of a Fuel shortage, must be capable of providing Fuel to each Member.

14. SUBCONTRACTORS.

If the Seller requires the services of other persons or companies (subcontractors) in the performance of the contract, the Seller will assure that all subcontractors have the required insurance coverage. The Seller agrees that any claim or demands by subcontractors will be settled by the Seller and agrees to be responsible for settlement with subcontractors.

15. MATERIAL SAFETY DATA SHEETS (MSDS).

The Seller shall supply each participating Member with a copy of all applicable Material Safety Data Sheets for the Fuel products purchased.

16. LOADING FEES.

A loading fee will comply with the declining fee schedule as outlined in Section 26.3574(b) of the Texas Water Code.

17. COLD WEATHER ADDITIVE.

During the winter months, Members may request that a fuel additive be added to deliveries of diesel Fuel. This would be ordered on an as-needed basis. The additive shall be provided by and added to the Fuel by the Seller. The Seller must state the pricing for providing and adding

additive to diesel Fuel and how many gallons of Fuel will be treated by one (1) gallon of fuel additive and provide the brand of the product. The Seller must also include a copy of the technical data and Material Safety Data Sheet for the additive, and specify the additive's performance characteristics.



ATTACHMENT 2

SERVICES AGREEMENT

The TASB Energy Cooperative (“**Cooperative**”), an administrative agency of cooperating local governments created pursuant to the Interlocal Cooperation Act (Chapter 791, Texas Government Code), and [_____] (“**Seller**”), a [_____] corporation, enter into this SERVICES AGREEMENT (“**Agreement**”). Cooperative and Seller are also referred to as “**Party**” individually and “**Parties**” collectively. The Parties agree as follows:

RECITALS

WHEREAS, the Cooperative, either directly or through its administrator, the Texas Association of School Boards, Inc. (“**TASB**”), has established a fixed-rate transportation fuel program (“**Fuel Program**”) through which participating Cooperative members (“**Members**”) purchase specified quantities of gasoline and diesel fuel (“**Fuel**”), through a specific aggregated Member pool or a single Member purchase (collectively “**Fuel Pool**”), at a price that is at or below a fixed contract rate from the vendor selected by the Cooperative to serve the Fuel Pool; and

WHEREAS, the Cooperative, through a competitive procurement process, has chosen Seller to be on a panel of qualified Fuel vendors (“**Approved Vendors**”), whose products and services represent best value for Members that participate in the Fuel Program, for the period _____ to _____ (“**Panel Term**”);

WHEREAS, as an Approved Vendor, Seller may submit executable price bids to provide fixed-rate Fuel and related services (“**Fuel Service**”) to Members participating in one or more specific Fuel Pool(s) executed by the Cooperative during the Panel Term, and the Cooperative may choose Seller as the selected vendor (“**Selected Vendor**”) for a specific Fuel Pool upon the Cooperative’s finding that Seller’s Fuel Service represents “best value” for Members that wish to participate in a specific Fuel Pool; and

WHEREAS, on behalf of its Members, the Cooperative has negotiated with Seller the terms of a purchase agreement (“**Purchase Agreement**”) for the sale and delivery by Seller of Fuel Service to Members; and

WHEREAS, Seller agrees that all sales of Fuel Service by Seller as a Selected Vendor to Cooperative Members through a Fuel Pool executed during the Panel Term shall be made pursuant to the Purchase Agreement (those Members that execute the Purchase Agreement are referred to herein as “**Customer**”); and

WHEREAS, Seller further understands and agrees that use of the Purchase Agreement and execution of this Services Agreement were conditions for the Cooperative’s selection of Seller as an Approved Vendor and any award of a Fuel Pool to Seller as a Selected Vendor for the Panel Term.

THEREFORE, in consideration of the mutual covenants and agreements contained herein and for sufficient consideration, the Parties hereby agree as follows:

ARTICLE 1: SUPPLY OF MOTOR FUELS TO CUSTOMERS

1.1. Service to Customers. (a) Seller shall sell and deliver the Fuel identified in the Purchase Agreement (“**Product**”) to the Customers participating in the Fuel Program in accordance with the terms of the Purchase Agreement.

(b) A Member that desires to purchase Products from Seller shall be required to execute the Purchase Agreement with Seller. Seller shall provide the Cooperative with copies of all executed Purchase Agreements. Neither the Cooperative nor TASB shall be liable, or have any responsibility, to Seller for the performance or non-performance of a Customer under a Purchase Agreement

(c) Seller shall promptly respond to a Customer’s questions or concerns through a phone call, email or other appropriate means and shall make commercially reasonable efforts to resolve billing, account management or customer service concerns raised by a Customer or the Cooperative within thirty (30) days after receipt of notice of such concerns.

(d) During the term of all Purchase Agreements, Seller shall notify the Cooperative within ten (10) days after receiving or giving notice that any of the following events have occurred with respect to any Customer or Seller under any Purchase Agreement: (i) claim of Force Majeure; (ii) event of default; or (iii) early termination for any reason.

1.2. Product. (a) Seller represents and warrants that (i) it is an authorized dealer or distributor of the Products; (ii) all Products conform to the specifications required by the Cooperative; and (iii) all Products delivered to Customers are free from any defect in material, workmanship or title and shall be high quality volatile hydrocarbon fuels free from any substances or water, or any alcohols additives or extenders, which may damage vehicles or equipment or contaminate storage tanks. All Products sold pursuant to a Purchase Agreement shall be of the same quality or better than that which is available to the general public through retail outlets.

(b) Seller shall make compensation for change in temperature of the Products at the loading point at the time the Product was unloaded into the transport and Seller shall show the correction and adjustment made in gallons delivered using 60 degrees F as the normal temperature reading.

(c) During the winter months, Customers may request, on an as needed basis, that a fuel additive be added to deliveries of diesel fuel. Seller shall provide and add such additive to the diesel fuel.

1.3. Pricing. Seller shall charge a Customer for the Products pursuant to the terms set forth in a Purchase Agreement.

1.4 Term. This Agreement shall be effective on the date the Agreement has been executed by both Parties (“**Effective Date**”) and expire on the expiration date of the last Purchase Agreement with a Customer entered into during the Seller’s Panel Term, _____ to _____, (“**Term**”) unless otherwise terminated earlier in accordance with this Agreement.

ARTICLE 2: SERVICE TO COOPERATIVE

2.1 Marketing Strategy. During the Panel Term, Seller agrees to assist the Cooperative and TASB with the development and implementation of a Fuel procurement strategy for the Cooperative to benefit all the Customers.

2.2 **Sales through Cooperative.** Seller agrees to market fixed-rate Fuel to school districts only through the Fuel Program and not market or provide fixed-rate Fuel to school districts during the Panel Term except through the Fuel Program.

2.3 **Service to Cooperative.** Seller shall promptly respond to the Cooperative's or TASB's questions or concerns through a phone call, email or other appropriate means and shall make commercially reasonable efforts to resolve billing, account management, customer service or other concerns raised the Cooperative or TASB within thirty (30) days after receipt of written notice of such concerns.

ARTICLE 3: COOPERATIVE ADMINISTRATIVE FEE

3.1 Cooperative Administrative Fee. As consideration for the services provided by the Cooperative and TASB in organizing Fuel Pools and administering the Fuel Program, Seller shall pay the Cooperative the Administrative Fee calculated as set forth in this Article. For all Purchase Agreements entered into with Customers during the Seller's Panel Term, Seller shall pay the Administrative Fee based on a Customer's invoiced amounts. Such payments will be made by Seller monthly and within thirty (30) days of the date Customer is invoiced. Payments shall be made to the following address: TASB Energy Cooperative; Attn: Jeff Clemmons; 12007 Research Boulevard; Austin, TX 78759.

3.2 Calculation of the Administrative Fee. For each Customer, the Administrative Fee shall be the lesser of: (a) two percent (2%) of the price per gallon set forth in the Purchase Agreement or (b) five cents (\$0.05) per gallon of Product sold to such Customer.

3.3 Audits. Upon at least five business days written notice to Seller, the Cooperative may request and Seller shall provide reasonable documentation supporting its calculation of the Administrative Fee. Such documentation shall include, but not limited to, copies of the invoices sent by Seller to Customers.

ARTICLE 4: GENERAL TERMS AND CONDITIONS

4.1. Force Majeure. "Force Majeure" shall mean any event that is not within the reasonable control of the Party claiming Force Majeure ("Claiming Party") and which could not be overcome by the exercise of due diligence by the Claiming Party and for which there is no commercially reasonable substitute therefor. In the event of Force Majeure, the Claiming Party is excused from performance under this Agreement (except for making payments then due or becoming due under this Agreement for performance prior to the Force Majeure event). Notice will be given as soon as reasonably practicable and the Claiming Party shall take all commercially reasonable measures to remedy the Force Majeure as quickly as possible.

4.2 LIMITATION OF LIABILITIES. EACH PARTY'S REMEDIES, LIABILITIES, AND DAMAGES SHALL BE LIMITED AS EXPRESSLY SET FORTH HEREIN. IF NO EXPRESS MEASURE OF DAMAGES IS PROVIDED, THEN EACH PARTY'S LIABILITY SHALL BE LIMITED TO THE DIRECT, ACTUAL DAMAGES SUSTAINED BY SUCH PARTY AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR SPECIAL DAMAGES, INCLUDING LOST PROFITS. IN ADDITION, SELLER EXPRESSLY AGREES THAT THE COOPERATIVE AND ITS ADMINISTRATOR, TASB, SHALL NOT BE LIABLE TO SELLER FOR ANY ACTIONS, INACTIONS, PERFORMANCE OR NON-PERFORMANCE OF A CUSTOMER UNDER ANY PURCHASE AGREEMENT OR OTHERWISE.

4.3 Events of Default and Remedies. An “Event of Default” means any one of the following: (i) Seller’s failure to timely pay the Cooperative all Administrative Fees due under this Agreement; (ii) any representation or warranty made by Seller in this Agreement proves to have been false or misleading in any material respect when made; and (iii) Seller’s failure to perform its obligations under this Agreement. If an Event of Default occurs, the Cooperative shall notify Seller of the existence and nature of the Event of Default and shall provide Seller with ten (10) business days (“Notice Period”) to cure the Event of Default. If the Event of Default is not cured within the Notice Period (“Breach”), the Cooperative may, in its discretion at any time, terminate this Agreement upon written notice to Seller and the Cooperative shall be entitled to its actual, direct damages which shall be calculated as the sum of the Administrative Fee that would have been collected from the Customers by Seller and remitted to the Cooperative for the remainder of the Term. In the event that this Agreement is terminated, Seller agrees that it shall continue to serve the Customers for the remainder of the terms of the applicable Purchase Agreements and, further, that it shall not continue to charge the Customers for the Administrative Fee.

4.4 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Parties’ performance or non-performance under this Agreement.

4.5 Notices. All notices or requests shall be in writing and may be delivered by hand delivery, United States mail, overnight courier service, or facsimile. Notice by facsimile or hand delivery shall be effective on the day actually received, if received during business hours on a business day, and otherwise shall be effective on the next business day. Notice by overnight delivery shall be effective on the next business day after it was sent. Notice by United States Mail shall be effective four (4) business days after it was postmarked. Notices shall be sent to the Parties at the addresses listed below. A Party may change its addresses by providing notice of same in accordance herewith.

Notices and Communications to Seller

Name:
Attn:
Address:

Phone:
Fax:

Notices and Communications to
Cooperative:

Name: TASB Energy Cooperative
Attn: Jeff Clemmons
Address: 12007 Research Blvd.
Austin, TX 78759
Phone: 800-580-8272 ext. 2220
Fax: 512-467-0264

4.6 Assignment. Seller shall not assign any Purchase Agreement without the prior written consent of the Cooperative. Seller may assign this Agreement after obtaining the Cooperative’s written consent, and the Cooperative may impose reasonable conditions upon the granting of such consent, including without limitation the requirement that (i) Seller also assigns its obligations under all Purchase Agreements to the party to which this Agreement is assigned (“Assignee”) and (ii) the Assignee assumes and is subject to all the obligations, terms and conditions in this Agreement and in the Purchase Agreements.

4.7 Governing Law. This Agreement and the rights and duties of the Parties shall be governed by and construed, enforced and performed in accordance with the law of the State of Texas, without giving effect to the principles of conflicts of laws. Venue shall lie in Austin, Travis County, Texas.

4.8 Binding Effect. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall be binding upon the Parties and their respective and permitted assigns.

4.9 Non-Waiver. No waiver by a Party to this Agreement of any default or non-performance shall be construed as a waiver of any other default or non-performance under this Agreement, whether of a like kind or of another nature.

4.10 Severability. Except as otherwise stated in this Agreement, any provision or article declared unlawful or unenforceable by a court of law or regulatory agency with jurisdiction, or deemed unlawful due to a statutory change, will not affect the otherwise lawful provisions of this Agreement.

4.11 Winding Up Arrangements. Upon the expiration of the Parties' obligations under this Agreement, any monies, penalties or other charges due and owing any of the Parties shall be paid by the owing Party within twenty (20) days of the expiration of this Agreement. The Parties' obligations shall remain in effect for purposes of this section.

4.12 No Third Party Beneficiaries. Subject to the provisions under the Assignment provisions of this Agreement, nothing in this Agreement shall provide a benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, execute this Agreement, as demonstrated by the signatures below. The individuals signing below represent and warrant that they have all necessary authority and approvals required to execute this Agreement.

TASB ENERGY COOPERATIVE

Date

By: _____

Title: _____

[_____]

Date

By: _____

Title: _____



TASB Energy Cooperative

P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222 • 800.580.8272

Administered by the Texas Association of School Boards Inc.

FORM A

**AGREEMENT REGARDING NOTICE OF REQUEST FOR PROPOSAL AND
BIDDER'S PROPOSAL**

Proposal Name: Fixed-Rate Transportation Fuel

Proposal Submission & Opening Date: April 1, 2010 at 3:00 PM

Projected Award Date: April 29, 2010

The proposing company (also referred to as "Bidder" or "Proposer" herein) hereby acknowledges and agrees as follows:

1. The person signing this Agreement is duly authorized to enter into contractual relationships on behalf of the Bidder, and the TASB Energy Cooperative ("Energy Cooperative") can rely on facsimile or imaged signatures of such person as the original; and
2. Bidder has carefully examined the Fixed-Rate Transportation Fuel Proposal Notice ("Proposal Notice"), the accompanying Proposal Forms (whether in printed or electronic form), the Required and Expected Fuel Terms for the Purchase Agreement, and the Services Agreement associated with this Proposal Notice; and
3. Bidder proposes to supply products or services submitted under this Proposal Notice in compliance with the Required and Expected Terms for the Purchase Agreement and the Services Agreement associated with this Proposal Invitation, unless any exceptions are noted in writing with Bidder's proposal; and
4. If this proposal is accepted, Bidder will furnish all products or services in strict compliance with the Purchase Agreement established pursuant to this Proposal Notice and the Services Agreement associated with this Proposal Notice; and
5. Any and all exceptions to the Required and Expected Terms for the Purchase Agreement and the Services Agreement associated with this Proposal Notice have been noted in writing in this proposal, and no other exceptions will be claimed; and
6. If Bidder's proposal is accepted, Bidder will satisfy the requirements identified in this Proposal Notice related to (1) the submission of product information in electronic form, (2) conducting business with Energy Cooperative Members electronically, and **(3) payment of an administrative fee in the amount of the lesser of two (2) percent of the fuel purchase price or \$0.05 per gallon of orders generated from any contract awarded under this Proposal Invitation;** and
7. The Energy Cooperative intends, through this Proposal Notice process, to select and award to one or more Bidders the right to serve on a panel of approved vendors that will have the opportunity, as approved vendors, to bid to provide transportation Fuel and related services to Members at a fixed price;
8. It is also the intent of the Energy Cooperative to allow its Members to seek quotes from the panel of approved vendors to achieve quantity-based discounts;
9. Bidder's pricing on Fuel Pool and single-customer Fuel sales to Members will be the best offered by the Bidder compared to similar customers; and
10. The persons signing and/or certifying to the Forms submitted with this proposal are duly authorized to do so.

[Signature Page Follows]



TASB Energy Cooperative

P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222 • 800.580.8272

Administered by the Texas Association of School Boards Inc.

Form A Signature Page

Name of Company (Bidder/Proposer)

Company Federal ID Number

Street Address

City, State, Zip

Authorized Company Official:

Signature of Authorized Company Official

Date

Printed Name of Authorized Company Official

Telephone Number

Title of Authorized Company Official

Fax Number

E-Mail Address of Authorized Company Official

RETURN THIS EXECUTED FORM A AND EXECUTED FORMS B - I WITH THE PROPOSAL RESPONSE IN ACCORDANCE WITH THE SECTION III (PROPOSAL SUBMISSION REQUIREMENTS).



TASB Energy Cooperative
P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222 • 800.580.8272

Administered by the Texas Association of School Boards Inc.

FORM B

FELONY CONVICTION DISCLOSURE STATEMENT

Section 44.034(a) of the Texas Education Code (Notification of Criminal History of Contractor), states that “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony.” A notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

My firm is not owned or operated by anyone who has been convicted of a felony.

My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

1. _____

2. _____

3. _____

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

Company Name

Signature of Authorized Company Official



TASB Energy Cooperative

P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222 • 800.580.8272

Administered by the Texas Association of School Boards Inc.

FORM C

OUT OF STATE CERTIFICATION

As defined by Section 2252.001 of the Texas Government Code, a “nonresident proposer” means a proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a “Resident Proposer”:

Company Name

I certify that my company qualifies as a “Nonresident Proposer”
(NOTE: You must furnish the following information:)

Indicate the following information for your “Resident State”:
(The state your principal place of business is located in)

Company Name

Address

City

State

Zip Code

A. Does your “resident state” require proposers whose principal place of business is in Texas to under price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“Resident State” means the state in which the principal place of business is located.)

Yes

No

B. What is the prescribed amount or percentage? \$ _____ or _____%

By signature below, I certify that the above is true and correct and that I am authorized by my company to make such certifications.

Signature of Authorized Company Official

Company Name



TASB Energy Cooperative

P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222 • 800.580.8272

Administered by the Texas Association of School Boards Inc.

FORM D

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION

Proposing companies that have been certified as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

- I certify that my company has been certified as a Historically Underutilized Business (HUB) in the following categories: (Please check all that apply)
- Minority Owned Business**
 - Small Business**
 - Women Owned Business**
- My company has **NOT** been certified as a Historically Underutilized Business (HUB).

Company Name

Signature of Authorized Company Official



TASB Energy Cooperative

P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222 • 800.580.8272

Administered by the Texas Association of School Boards Inc.

FORM E

DEVIATION & COMPLIANCE SIGNATURE FORM

The RFP requires a Bidder to identify the Required and Expected Purchase Agreement terms and the Services Agreement terms with which the Bidder cannot agree and explain the reasons for the disagreement. The RFP also asks whether a Bidder will agree to market fixed-rate Fuel to school districts through the Energy Cooperative Fuel Program only and not market or provide fixed-rate Fuel for a Contract Term to school districts and other governmental entities in Texas outside of the Program. A Bidder's answers to these questions should be included in its written responses to Section IV (Proposal Response), Paragraphs B(8)(Procurement Approach – Marketing), C (Proposed Purchase Agreement) and D (Services Agreement).

If the undersigned proposer intends deviations other than or in addition to those noted above, all such deviations must be listed on this page and explained in complete detail. The Energy Cooperative will consider any deviations in its proposal award decisions, and the Energy Cooperative reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the proposer assures the Energy Cooperative of their full compliance with the information contained in and requirements of this RFP.

- No Deviations
- Yes Deviations

List any deviations your company is submitting below:

Company Name

Signature of Authorized Company Official



FORM F
SERVICE LISTINGS

If your company has more than one location that will be servicing this contract, please list each location below. If additional sheets are required, please duplicate this form as necessary.

(Please Print)

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



FORM G

(2 PAGES)

FREIGHT RATES AND OTHER DELIVERY CHARGES

Please complete the form below to indicate the delivery charge for each mileage bracket and any additional charges that may be included in the end price.

Freight Charges			
Distance in Miles	Freight Rate	Distance in Miles	Freight Rate
0-10		251-260	
11-20		261-270	
21-30		271-280	
31-40		281-290	
41-50		291-300	
51-60		301-310	
61-70		311-320	
71-80		321-330	
81-90		331-340	
91-100		341-350	
101-110		351-360	
111-120		361-370	
121-130		371-380	
131-140		381-390	
141-150		391-400	
151-160		401-410	
161-170		411-420	
171-180		421-430	
181-190		431-440	
191-200		441-450	
201-210		451-460	
211-220		461-470	
221-230		471-480	
231-240		481-490	
241-250		491-500	

Additional Charges

Pump Charges	
Diversion Charges	
Demurrage Charges	
Fuel Surcharges	
Other Charges	

Company Name

Signature of Authorized Company Official

FORM H

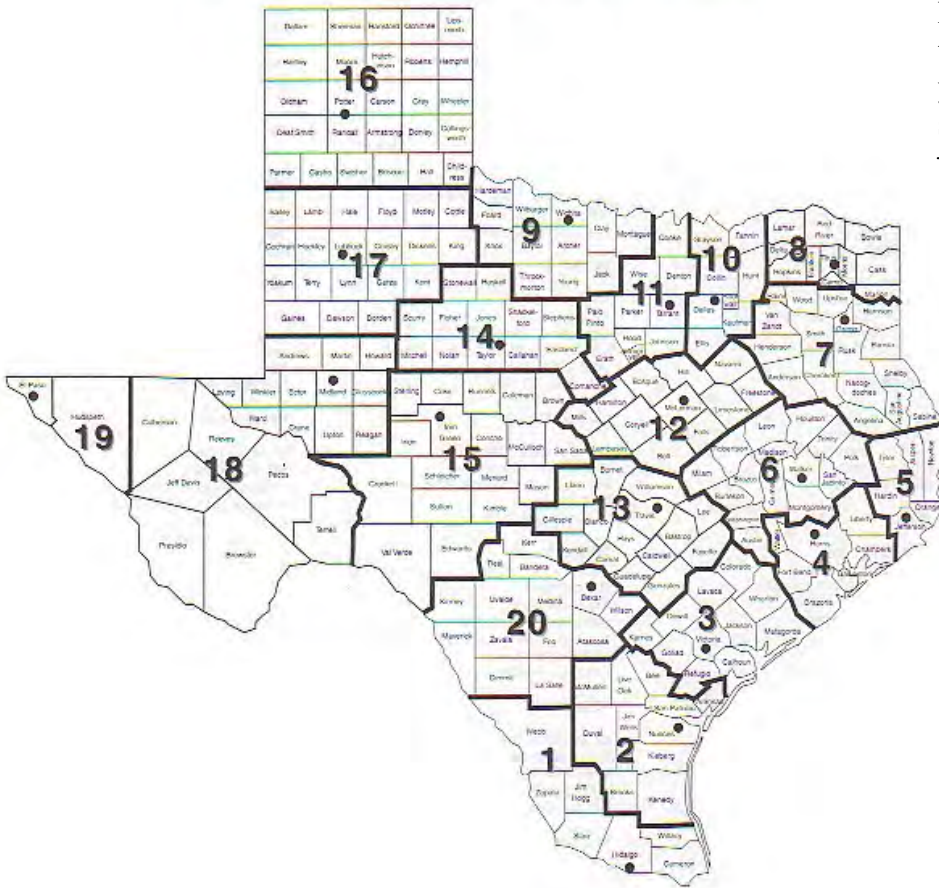
REGIONAL SERVICE DESIGNATION

Unless designated otherwise on this form, you agree to service TASB Energy Cooperative Members statewide!

The TASB Energy Cooperative offers vendors the opportunity to service Energy Cooperative Members statewide. If you do not plan to service all Members of the Energy Cooperative statewide, you **MUST** indicate your intention by checking the specific regions you wish to serve on the checklist below.

If the fee to transport and deliver Fuel to Energy Cooperative Members throughout the state will result in substantial variations in the cost of transportation and delivery from the costs reflected on Form G, please attach these variations in cost on a separate sheet following this Form H.

Regional Education Service Centers



Place an "X" in the Boxes next to the regions you wish to service if you are not going to provide Fuel service statewide.

Region Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio

Company Name

Signature of Authorized Company Official



FORM I

REFERENCE INFORMATION

PART I: For proposal response to be considered each vendor must supply a minimum of five (5) references, preferably governmental entities in Texas. Please fill out all of the following information.

Entity Name	Contact	Phone#	Quantity/ Volume
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Attach sheet(s) as necessary

Company Name

Signature of Authorized Company Official