

**AGREEMENT FOR PURCHASE OF
FUEL DELIVERY AND RELATED SERVICES
AS A MEMBER UNDER THE SOURCEWELL – MANSFIELD OIL COMPANY OF
GAINESVILLE, INC., CONTRACT (# 121522-MNF)
#25-724**

This Agreement for Purchase of Fuel and Related Services (“Agreement”) by Lake County, Florida, a political subdivision of the State of Florida (COUNTY), by and through its Board of County Commissioners, under the cooperative purchasing agreement for *Fuel Delivery with Related Services*, Contract Number #121522-MNF (“Sourcewell Contract”), entered into between Sourcewell, a Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (SOURCEWELL), and Mansfield Oil Company of Gainesville, Inc., a foreign profit corporation authorized to do business in the State of Florida (CONTRACTOR).

WITNESSETH

WHEREAS, on or about February 1, 2023, after complying with a competitive procurement process, SOURCEWELL entered into the Sourcewell Contract (#121522-MNF) with CONTRACTOR incorporated herein as **Exhibit A**, for *Fuel Delivery with Related Services*; and

WHEREAS, SOURCEWELL and CONTRACTOR entered into the Sourcewell Contract for the express purpose of providing equipment, products, and services to SOURCEWELL and its Members/Participating Entities; and

WHEREAS, COUNTY is a Member/Participating Entity, under SOURCEWELL’S cooperative purchasing program and is therefore authorized to utilize SOURCEWELL’S Contract with CONTRACTOR; and

WHEREAS, CONTRACTOR is willing to honor the terms, conditions, and pricing of the Sourcewell Contract to supply Fuel Delivery and Related Services to the COUNTY; and

WHEREAS, the COUNTY and the CONTRACTOR want to enter into this Agreement to specify the application of the Sourcewell Contract to the COUNTY and comply with the COUNTY’S procedures; and

WHEREAS, executing this Agreement is in the best interests of the COUNTY and the residents of Lake County.

NOW, THEREFORE, the parties agree as follows:

Section 1. Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement for purchase under the Sourcewell Contract upon adoption hereof.

Section 2. Term. This Agreement shall become effective on the date under the last signature (the “Effective Date”). This Agreement will remain in effect until the expiration of the Sourcewell Contract on February 10, 2027, unless it is cancelled earlier pursuant to the Sourcewell Contract. This Agreement may be extended one (1) additional year, to be coterminous with the Sourcewell Contract, should the Sourcewell Contract be extended by SOURCEWELL and CONTRACTOR.

Section 3. Scope of Services. On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR and CONTRACTOR agrees to provide the products and services as

specified in the exhibits attached, the terms of which are incorporated and made a part of this Agreement, including all exhibits thereto, attached hereto and incorporated herein as **Exhibit A**.

Section 4. Payment and Invoices.

A. The COUNTY shall pay and the CONTRACTOR shall accept as full and complete payment for the timely and complete performance of its obligations under this Agreement as provided in the Sourcewell Contract, which is attached and incorporated by reference as part of **Exhibit B**.

B. COUNTY will make payment on all undisputed invoices in accordance with the Florida Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

C. CONTRACTOR will submit an original invoice to the COUNTY after each service has been completed, or on such other basis as the parties mutually to in writing.

D. CONTRACTOR will honor the pricing and terms set forth in the Sourcewell Contract included in **Exhibit B**, as full and complete payment for services rendered to the COUNTY under this Agreement for Purchase.

E. Improper Payment Requests and Invoice Disputes. Improper payment requests or invoices submitted by the CONTRACTOR shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

F. Tax Exempt. COUNTY is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy (http://bccnet.lakecountyfl.gov/documents/finance/forms/Tax_Exemption_Form.pdf).

Section 5. Insurance.

A. CONTRACTOR will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated in Section 18 of the Sourcewell Contract, attached hereto and incorporated herein as **Exhibit A**.

B. COUNTY will be listed as an additional insured, as provided for in Section 18 of the Sourcewell Contract. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Section 6. Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than three (3) complete calendar years after the Service has been completed or terminated, or in accordance with any grant

requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

i. Keep and maintain public records required by the COUNTY to perform the services identified herein.

ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the COUNTY.

iv. Upon completion of the Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the Agreement, CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Requests to inspect or copy public records relating to the COUNTY'S Agreement for services must be made directly to the COUNTY. If CONTRACTOR receives any such request, CONTRACTOR shall instruct the requestor to contact the COUNTY. If the COUNTY does not possess the

records requested, the COUNTY shall immediately notify the CONTRACTOR of such request, and the CONTRACTOR must provide the records to the COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

G. CONTRACTOR acknowledges that failure to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. CONTRACTOR further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the COUNTY. CONTRACTOR shall indemnify, defend, and hold the COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from the CONTRACTOR'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. CONTRACTOR authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

Section 7. General Terms and Conditions.

7.1 Termination: This Agreement may be terminated by the COUNTY upon ten (10) calendar days advance written notice to the other party; but if any work, service or task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. **Termination for Convenience:** In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required ten (10) calendar day advance written notice, the COUNTY will reimburse CONTRACTOR for actual work satisfactorily completed.

B. **Termination for Cause:** Termination by the COUNTY for cause, default, or negligence on the part of CONTRACTOR will be excluded from the foregoing provision. Termination costs, if any, will not apply. The 10-calendar day advance notice requirement is waived in the event of termination for cause.

C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement will be terminated immediately upon written notice by the COUNTY to the CONTRACTOR and CONTRACTOR will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/tasks delivered under this Agreement.

7.2 Fraud, Misrepresentation, and Material Misstatements. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The COUNTY may terminate or cancel any other agreements with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

7.3 Certification Regarding Scrutinized Companies: The CONTRACTOR hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONTRACTOR further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONTRACTOR is found to

have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

7.4 Civil Rights. During the term of this agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.5 Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.6 Vendor's social, political, or ideological interests. Per Section 287.05701, Florida Statutes, the County will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

Section 8. Notices. The CONTRACTOR shall provide any notices to the COUNTY as required under this Agreement to the following locations:

COUNTY

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

CONTRACTOR

Mansfield Oil Company of Gainesville, Inc.
1025 Airport Parkway S.W.
Gainesville, Georgia 30501-6813

With a copy to:

County Attorney
Lake County Administration Building
315 West Main Street, Suite 335
Post Office Box 7800
Tavares, Florida 32778-7800

Section 9. Effect of Agreement. All other provisions of the Sourcewell Contract and any amendments thereto will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Agreement conflicts with the Sourcewell Contract, this Agreement will govern.

Section 10. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement is governed by the laws of the State of Florida. Any and all legal action arising out of this Agreement will have its venue in Lake County and the Agreement will be interpreted according to the laws of Florida. Arbitration will not be used as a means for dispute resolution. BOTH PARTIES WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM THIS AGREEMENT.

Section 11. Scope of Purchase Agreement. This Agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to

the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum, and pricing negotiated based on final specifications. This Agreement includes the following terms and attachments, all of which are incorporated herein:

Exhibit A (Composite).....Sourcewell – Mansfield Oil Company of Gainesville, Inc., Contract #121522-MNF, for *Fuel Delivery and Related Services* (45 Pages) and RFP & Addendum (13 pages).

Exhibit B.....Pricing Sourcewell – Mansfield Oil Company of Gainesville Inc., Contract #121522-MNF (1 page).

IN WITNESS WHEREOF, the parties have signed this Agreement for Purchase through their duly authorized representatives on the date under each signature.

CONTRACTOR

MANSFIELD OIL COMPANY OF GAINESVILLE, INC.

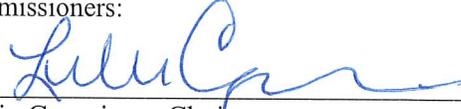


Dan Luther, Vice President Sales

This 7 day of November, 2025.

COUNTY

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners:



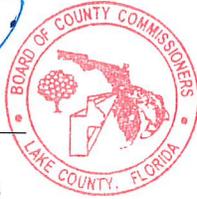
Leslie Campione, Chairman

This 2 day of February ~~January~~ 2025.
2026

ATTEST:



Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



Approved as to form and legality:



Melanie Marsh
County Attorney

COMPOSITE EXHIBIT A

121522-MNF



Solicitation Number: RFP #121522

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mansfield Oil Company of Gainesville, Inc., 1025 Airport Parkway SW, Gainesville, GA 30501-6813 (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.

Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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 Sourcwell 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. Sourcwell'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 Sourcwell during such time of access. Supplier understands that a Participating

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$1,000,000

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

Minimum Limits:

\$2,000,000

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

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

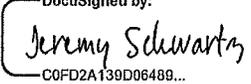
22. CANCELLATION

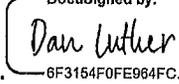
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract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

121522-MNF

Sourcewell

Mansfield Oil Company of Gainesville, Inc.

DocuSigned by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 2/1/2023 | 5:03 PM CST

DocuSigned by:

 By: 6F3154F0FE964FC...
 Dan Luther
 Title: Vice President of Government Sales
 Date: 2/1/2023 | 11:58 AM CST

Approved:

DocuSigned by:

 By: 7E42B8F817A64CC...
 Chad Coquette
 Title: Executive Director/CEO
 Date: 2/1/2023 | 5:42 PM CST

RFP 121522 - Fuel Delivery with Related Services

Vendor Details

Company Name: Mansfield Oil of Gainesville
Does your company conduct business under any other name? If yes, please state: N/a
Address: 1025 Airport Pkwy
Gainesville, GA 30501
Contact: Dan Luther
Email: mocbids@mansfieldoil.com
Phone: 800-695-6626
Fax: 800-695-6626
HST#: 581091383

Submission Details

Created On: Thursday November 10, 2022 12:27:14
Submitted On: Thursday December 15, 2022 15:15:44
Submitted By: Dan Luther
Email: mocbids@mansfieldoil.com
Transaction #: 1b7b1e82-9629-451c-8a39-97f12aedc6b5
Submitter's IP Address: 99.131.40.90

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")	Mansfield Oil Company of Gainesville, Inc. Mansfield of Canada ULC information provided separately. See Documents.
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.	No subsidiary entities of the Proposer are included with this Proposal.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Mansfield does not have any assumed names or DBA names to identify.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	2Y744
5	Proposer Physical Address:	1025 Airport Parkway SW Gainesville, GA 30501-6813
6	Proposer website address (or addresses):	https://mansfield.energy/
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):	Dan Luther Vice President, Government Sales 1025 Airport Parkway SW Gainesville, GA 30501-6813 Email: dluther@mansfieldoil.com Phone: 678-617-8530
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dan Luther Vice President, Government Sales 1025 Airport Parkway SW Gainesville, GA 30501-6813 Email: dluther@mansfieldoil.com Phone: 678-617-8530
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matthew Peck Business Development Manager II 1025 Airport Parkway SW Gainesville, GA 30501-6813 Email: mpeck@mansfieldoil.com ; mocbids@mansfieldoil.com Phone: 678-450-2146 Tom DeFeo Strategic Account Executive III 1025 Airport Parkway SW Gainesville, GA 30501-6813 Email: tdefeo@mansfieldoil.com ; mocbids@mansfieldoil.com Phone: 678-450-2125

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>MANSFIELD HISTORY, STRUCTURE, AND CULTURE</p> <p>For over 65 years, Mansfield has provided North America's leading organizations world-class support and solutions across the energy supply chain. As North America's largest delivered fuel supplier, Mansfield delivers 3 billion gallons annually to 8,000 customers and over 20,000 ship-to's throughout the United States and Canada.</p> <p>The company's customer portfolio includes some of the largest transportation fleets in the world consisting of leading commercial companies and Federal, State, and Local government entities. Customers benefit from Mansfield's supply and distribution network, its transactional management capabilities, and its wealth of fuel management tools and insights in a partnership that ensures the ongoing sustainability of a best-in-class fuel management program.</p> <p>Mansfield is a private family-owned company with a staff of over 850 employees throughout its 11 office locations in North America including a dedicated Canadian office in Calgary, AB. Customers benefit from a committed staff focusing on the company mission to Build Relationships That Matter. Mansfield believes in building and investing in relationships – relationships with one another, suppliers, communities, and of course customers. Everything the company does now and in the future hinges on the quality and durability of the relationships fostered by Mansfield employees. To that end, Mansfield is committed to inclusivity and diversity in its ordinary course of business. At Mansfield, we believe that a diversity of viewpoints, experiences, and backgrounds creates long-term value for our customers and for the communities in which we operate.</p> <p>Mansfield believes that regular communication, transparency, and performance measurement foster any business relationship. Two-way communication allows all parties to be engaged and involved in the decision-making process throughout the contract term. Beyond a sales team and customer management team, as further outlined in this response, Mansfield offers its customers a 24-hour service line to address after hours concerns. Customer needs are identified and escalated to the correct key staff member to ensure a solution is developed as efficiently as possible.</p> <p>Given Mansfield's long-standing history of supplying government entities and first responders, the company understands the importance of supply security. Mansfield maintains a broad portfolio of fuel procurement optionality to ensure reliable supply and competitive pricing in every market. Additionally, through the company's proprietary DeliveryONE network of over 1,500 transportation providers nationwide, Mansfield maintains relationships with multiple carrier partners in all major markets. Mansfield has developed and managed emergency preparedness plans for customers nationwide; the firm's standard Business Continuity Plan document – a copy of which is provided with this submission – illustrates the thoroughness with which Mansfield approaches an impending event.</p> <p>The company also takes cost and complexity out of the fuel supply chain by focusing and investing in technology. Mansfield wraps both enhanced services and transactional insights around every gallon through Mansfield's proprietary online customer portal, FuelNet. This platform provides access into every aspect of a customer's fueling program. From online ordering to invoice reporting, customers have dashboard access to virtually every component of a best-in-class fuel management platform.</p> <p>MANSFIELD CORE PRINCIPLES</p> <p>Every day, employees act in accordance with the company's six core principles: Conscientiousness – holding ourselves accountable to all customers, vendors, and co-workers alike; Excellence – persistently seeking new ways to improve personally, as a team and as an organization; Innovation – embracing new ideas and welcoming new opportunities; Integrity – acting with transparency and integrity; Personal Service – exemplifying the meaning of high-touch, passionate, personal service; and Teamwork – the sum of employees collaborative energy is greater than that of any individual effort. These Core Principles guide employees in service of Mansfield's customers.</p>
----	--	---

11	What are your company's expectations in the event of an award?	<p>Mansfield is excited at the prospect of this new Fuel Delivery with Related Services contract given the tremendous opportunity to work with Sourcewell and its participating agencies to offer a cost competitive option to optimize agency fuel management programs. For many participating agencies, fuel is their largest spend and a critical part of operations; accordingly, it's exciting to soon have a contract that addresses that need. It's important to have a trusted vendor who can follow through and, if awarded, Mansfield is committed to ensuring that agencies realize the overall benefit of the Sourcewell contract.</p> <p>The Mansfield Team will work diligently to foster long-lasting, successful and beneficial relationships with all Sourcewell participating entities. Our Strategy is to Simplify the North American Energy Supply Chain on behalf of our customers. We organize the industry's manufacturing, logistics, storage and technology assets in ways that solve problems, create reliability and add confidence to our customers' procurement processes. Through reliable, cost-effective supply and delivery of fuel coupled with actionable insights Mansfield can support Sourcewell participating agencies and the communities in which they operate.</p> <p>Mansfield appreciates the opportunity to potentially build new relationships with Sourcewell and participating agencies to optimize and foster their fuel management programs. Mansfield would make the Sourcewell contract a focal point of its Government sales efforts by marketing the contract to prospective agencies and highlighting the contract in sales calls as a primary tool for fuel delivery solutions. For over 40 years Mansfield has been a trusted supplier to government agencies across North America and looks forward to supporting new agencies as a potential provider under this contract.</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 Forbes Top 50 US Private Company, Mansfield is a financially stable and secure US company incorporated in Georgia. Mansfield purchases nearly 3 billion gallons of fuel per year from major US and Canadian fuel refiners and marketers who can attest to Mansfield's creditworthiness and financial durability. Attached in the Documents section are multiple years of financial statements from Mansfield's Parent Company (marked confidential since Mansfield is a private company) and a banking and business/trade references sheet.
13	What is your US market share for the solutions that you are proposing?	The U.S. Energy Information Administration estimates the total diesel market in the U.S. at roughly 60 billion gallons per year of which Mansfield is just over 3%. The Energy Information Administration estimates U.S. motor gasoline to be roughly 135 billion gallons per year of which Mansfield is under 1%.
14	What is your Canadian market share for the solutions that you are proposing?	Mansfield's Canadian market share is under 1%.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Neither Mansfield Oil Company of Gainesville, Inc. or Mansfield of Canada ULC have petitioned for bankruptcy protection.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Mansfield is a licensed and bonded distributor of bulk motor fuels and related services in all 50 US States and 10 Canadian Provinces. Mansfield carries a robust insurance policy that exceeds industry standards for insurance coverage.</p> <p>Any Mansfield subcontractor used for fuel delivery is also fully licensed in each state in which the subcontractor operates and carries the proper insurance to meet industry standards.</p>
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspension or debarment information is applicable to Mansfield over the last 10 years.

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	Mansfield is a Forbes Top 50 Private Company. Mansfield has also received various designations and ratings from some of the company's largest customers. This includes being awarded the Silver Alliance Supplier Award from Vulcan Materials and a Gold designated supplier by FedEx. Additionally, Mansfield's CIO was named the Georgia CIO of the Year for Large Enterprises by the Atlanta Business Chronicle in 2021.
19	What percentage of your sales are to the governmental sector in the past three years	Government sector sales account for 13.3% of Mansfield's fuel sales over the past three years.
20	What percentage of your sales are to the education sector in the past three years	Mansfield does not break out education sector sales in its revenue data.
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?	Mansfield holds multiple national, state, and local cooperative purchasing contracts. Total sales volume for these contracts over the next year is estimated to be in excess of \$265,000,000. Other national cooperative contracts include OMNIA and National Cooperative Purchasing Alliance (NCPA). State cooperative contracts include the Commonwealth of Virginia, State of South Carolina, State of North Dakota, State of North Carolina, State of Louisiana, and the State of Georgia among others. Local and/or regional cooperative contracts include the Metropolitan Washington Council of Governments, City of Plano TX, and City of Memphis among others. Mansfield considers specific reporting data for this contract as proprietary.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Mansfield does not currently hold any GSA contracts or Standing Offers and Supply Arrangements.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Chicago Transit Authority	Molly Cate	312-664-7200
Denver RTD	Amelia Thompson	303-299-6411
Miami-Dade County School Board	Miranda James	305-995-1621

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 *
Various Government Entities	Government	California - CA	Supply and Delivery of Gas and Diesel Nationwide	500g - 8,500g Deliveries	\$406,623,852
Various Government Entities	Government	Louisiana - LA	Supply and Delivery of Gas and Diesel, as well as Fleet Cards	500g - 8,500g Deliveries	\$223,815,156
Various Government Entities	Government	South Carolina - SC	Supply and Delivery of Gas, Diesel, and Fuel Systems & Services, as well as Fleet Cards	500g - 8,500g Deliveries	\$208,714,935
Various Government Entities	Government	Illinois - IL	Supply and Delivery of Gas and Diesel, as well as Risk Management	500g - 8,500g Deliveries	\$192,718,269
Various Government Entities	Government	Virginia - VA	Supply and Delivery of Gas, Diesel, and DEF, as well as Fleet Cards	500g - 8,500g Deliveries	\$140,730,975

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>Sourcwell and participating entities can feel confident they are partnering with North America's largest delivered fuel supplier and agency fueling needs will be managed and guided by reliable and experienced industry professionals who are focused on building successful relationships between agency organizations and Mansfield.</p> <p>Mansfield's total sales force is comprised of over 60 knowledgeable professionals spread over the Enterprise Sales team – which focuses on term contracts and Mansfield's full suite of fuel management solutions – and a Spot Sales team focused on those customer's interested in shorter term deals. In addition to these sales teams, Mansfield also has Product Line Managers who support our customers and sales team across Mansfield's varying degrees of fuel management related-services product offerings as further detailed below.</p> <p>The Government Sales team is part of the broader Enterprise Sales group and is specifically dedicated to Federal, State, Local, and Educational sales and account management. This team would be responsible for managing the contract with Sourcwell and any participating agencies. The Government Sales and Account Management teams are regionally focused with expertise in the fuel markets they manage; accordingly, the entire team may support participating agencies under this contract. However, Mansfield would dedicate a lead salesperson – in conjunction with the VP, Government Sales – to oversee the Sourcwell relationship.</p> <p>Mansfield also has a strong Commercial & Industrial (C&I) Enterprise Sales team focusing on private sector fuel sales across various industries. If any Commercial customers are interested in utilizing this cooperative contract these C&I salespeople would work closely with the lead government salesperson to facilitate those conversations.</p> <p>Mansfield's Product Line Managers help support the sales staff for products like risk management fuel hedging, fleet cards, diesel exhaust fluid (DEF), fuel equipment systems and services, fuel quality, etc. as an added layer of support offered to customers. These Product Line Managers are subject matter experts in their field and work closely to ensure Mansfield tailors the right solution for each customer.</p> <p>Mansfield has a dedicated Canadian sales team that supports both C&I and Government sales in that country who would work closely with the lead salesperson to support Canadian based customers.</p> <p>Lastly, Mansfield also has a comprehensive spot sales team who's focus is on shorter term contracts. For some customers in both the government and commercial channels this is a common way to purchase fuel and Mansfield has a team tailored to that offering.</p>
26	Dealer network or other distribution methods.	<p>Under this Sourcwell contract, participating agencies will always deal with Mansfield directly as their vendor. However, it's important to note that Mansfield's ability to distribute fuel across North America is achieved through the company's proprietary DeliveryONE network. Mansfield brought together 1,500 transportation partners across the U.S. and Canada in one single network to serve our customers. From transport fuel deliveries, mobile fleet fueling, tank wagon fuel deliveries, diesel exhaust fluid (DEF), and more, Mansfield's DeliveryONE network has the coverage, reliability, and flexibility to handle the most demanding requirements while offering "local service, nationwide."</p> <p>The DeliveryONE network is unique in that no one delivered fuel supplier has company-owned fuel transportation capacity across the entire U.S. and Canada. Accordingly, Mansfield worked over decades to bring together the most reliable local and regional transportation companies – in addition to Mansfield's own trucking assets – to create a network that offers service in all major markets with access to all commercial fuel terminals throughout the U.S. and Canada.</p> <p>In addition to providing transportation capability for Mansfield, the 1,500 companies operating as part of Mansfield's DeliveryONE network can act as an extension of Mansfield's sales department by selling Mansfield fuel and fuel management services.</p>

<p>27</p>	<p>Service force.</p>	<p>Mansfield sales staff initiate the onboarding of any new contract and continue to work with customers throughout the life of the agreement ensuring agency strategic priorities are met. Additionally, Mansfield will assign a Customer Relationship Manager dedicated to each participating agency's account upon award. This position is responsible for managing the day-to-day relationship, acting as an advocate and ambassador within Mansfield, and as the first point of contact during ongoing operations. The Customer Relationship Manager works with internal teams to meet customer service requirements, monitoring the agreement to ensure accurate billing, to generate any needed reports, and handle other general customer service needs.</p> <p>Mansfield's operations teams are organized around customers and regional markets to balance optimal customer relationship oversight with market-based experience. Mansfield's fuel dispatch teams regularly communicate with local carriers regarding daily deliveries and any market conditions that might impact timely delivery.</p> <p>Mansfield's fuel supply and trading team is also structured regionally to enable market specialization in bulk fuel sourcing and contract negotiation. Mansfield's reliable nationwide supply network is backed by long standing relationships with all major and independent refiners. A team of optimization analysts, with the support of a proprietary sourcing program, balance supply and demand each day to ensure supply security with competitive cost.</p> <p>Dedicated carrier relations staff manage FTL transportation partners, negotiate delivery rates, as well as monitor freight market trends including advancing the data integration of Mansfield's supply and transportation network.</p> <p>Beyond direct Mansfield personnel, the DeliveryONE network also acts in service and support of Mansfield customers. The comprehensive North American coverage of the network allows for local support and redundancy in any given market so if the first or even second transportation option is unavailable due to capacity constraints then Mansfield can call on multiple other options to serve our customers. The company is also mindful of the flexibility needed to serve our diverse customer base ensuring that we have a variety of transportation options in most major markets including full transport, tank wagon, and mobile refueling capabilities as needed.</p>
<p>28</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Customer orders are handled directly by Mansfield. Orders are typically received via email or phone with Mansfield offering 24/7/365 customer service coverage. Mansfield has also recently deployed online chat and ordering via the company's proprietary FuelNet portal, creating yet another ordering option for customer personnel. Deliveries are typically made within 24-48 business hours after order placement depending on customer needs and market conditions.</p> <p>No matter the method used to place orders, entry is handled by Mansfield's dedicated Customer Service team to ensure order accuracy. Any agreed upon product changes made during the contract year – such as those to address cold weather operability – will occur on a scheduled basis coordinated with customer operations to ensure no errant dispatches. All orders are reviewed daily by Mansfield's Customer Service and Dispatch teams to ensure information is correctly transmitted and accepted by Mansfield's delivery partners.</p> <p>Mansfield has organized its dispatch team into five geographic regions, each staffed with regional experts, to facilitate tailored expertise in every North American Market. The strong relationships these regional teams develop with Mansfield's carrier partners ensure Mansfield customers' fuel deliveries are treated with the highest priority. This group dispatches over 1.1 million deliveries scheduled annually across Mansfield's customer base.</p> <p>In addition to customer will call orders, Mansfield offers inventory management services to ensure automatic reordering of fuel without requiring any action by the customer; this allows agency staff to focus on other priorities. Mansfield can install the necessary equipment, typically for a nominal monitoring charge, for tanks with automatic tank gauges or utilize manually collected tank inventory levels from site personnel. Mansfield uses agreed-upon business rules to manage site inventory, including minimum safety stock, end-of-month inventory targets, secondary product levels, minimum delivery quantities, hours of operations, holidays, and more. Mansfield would also leverage historical data, factoring in established business rules, and schedule deliveries accordingly. Mansfield's regionally organized Inventory Management team tracks local market insights, including basis price changes and supply availability. This dedicated team manages 4,000 tanks across the U.S. and Canada.</p>
<p>29</p>	<p>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>	<p>Mansfield's customer service program is spearheaded by a Customer Relationship Manager dedicated to each participating agency's account upon award. This position is responsible for managing the day-to-day relationship, acting as an advocate and ambassador within Mansfield, and as the first point of contact during ongoing operations. The Customer Relationship Manager works with internal teams to meet customer service requirements, monitoring the agreement to ensure accurate billing, to generate any needed reports, and handle other general customer service needs.</p>

Mansfield's Customer Relationship Managers are organized geographically given the unique nature of the fuel market in certain parts of North America. Customer Relationship Manager job responsibilities include, but are not limited to:

Relationship Management

- Develop and implement a regular communication strategy to connect with customers at the corporate and/or local level; communication should be focused on high-level customer satisfaction components
- Ensure smooth execution of operational initiatives and resolve operational challenges to drive higher levels of customer satisfaction.
- Ensure a consistent standard of excellence in the customer experience
- Assist in evaluating, and where applicable, improving Operational interactions with the customer
- Advocate for the customer and attain the necessary resources and attention to quickly resolve operational concerns and issues
- Lead periodic meetings with existing customers to review strategic priorities as defined by both the customer as well as Mansfield leadership, open projects, and current activities within the account, including annual reviews and the introduction of new support tools/reporting capabilities
- Lead and manage special customer projects involving complex processes and data requirements

Communication

- Establish productive, professional relationships with key personnel; align key capabilities of Mansfield with the key priorities of the customers and partners.
- Proactively work to understand customers' evolving fuels and logistics procurement landscape and engages key stakeholders to develop mutual performance objectives and critical milestones for quarterly review.
- Coordinate with various departments to ensure high-level operational issues are resolved completely and in a timely manner on behalf of the customer and to meet account performance objectives
- Autonomously identify, document, and implement best practices across all accounts.

New Business Integration

- Oversee integration of all new business including both new customers and new business for existing customers. This involves onboarding workflow meetings and the monitoring of account set-ups, account change forms, and reporting requirements
- Participate in external integration meetings for all new business (new and existing customers)
- Prepare business rules for new customers
- Ensure all account information is setup correctly for tax and billing purposes
- Verify that all customer requirements are met and then communicate start up process with the customer
- Provide expert advice on process improvement and creative alternatives for new business integration
- Ensure smooth execution of operational initiatives and resolves operational challenges to drive higher customer satisfaction.

Business/Technical Support

- Lead change initiatives, provide experienced input, and participate in scoping of new technical offerings to support complex customer needs
- Enhance customers' utilization experience of Mansfield Energy's technology offerings; focus should include the company website, FuelNet, and collaboration with BT for necessary permissions, passwords, security levels, etc. to drive overall support for customers' data needs
- Oversee customer contract compliance including terms and conditions, freight rate updates, fixed price allocations, etc. on a monthly basis

High-Level Issue Resolution

- Escalate complex issues appropriately to maintain superior customer satisfaction
- Proactively prepare strategies to prevent recurring issues from impacting customer retention

Additionally, Mansfield's sales team works with customers throughout the life of each agreement ensuring Mansfield meets each agency's strategic priorities. The Government Sales team is also organized geographically and responsibilities include, but are not limited to:

Relationship Management

- Prepare business rules for new customers
- Participate (by phone or in person) in new customer implementation meetings with customers
- Lead new customer implementation meetings with internal MOC departments
- Develop and implement a regular contact strategy to connect with existing customers

		<ul style="list-style-type: none"> - Lead bi-monthly meetings with existing clients to review open projects and current activities within the account; meetings will include project tracking for current items along with an annual summary of all items completed for the client in the past year - Conduct in-person meetings with the client on a quarterly basis to review open project items - Coordinate with Operations to ensure seamless interaction with the customer during on boarding - Establish productive, professional relationships with key personnel in assigned customer accounts - Coordinate the involvement of company personnel, including support, service, and management resources, in order to meet account performance objectives and customers' expectations - Proactively lead a joint company-strategic account planning process that develops mutual performance objectives, financial targets, and critical milestones - Proactively assess, clarify, and validate customer needs on an ongoing basis <p>Account Retention</p> <ul style="list-style-type: none"> - Coordinate customer interaction with other departments in MOC to ensure that the customer is delighted with Mansfield Oil and has a positive customer experience <p>Account Growth</p> <ul style="list-style-type: none"> - Stay current on MOC's solution portfolio by attending any available training and by having regular discussions with the appropriate product line manager on potential opportunities within assigned customers - Leverage the product line manager within MOC to coordinate a streamlined message to every existing client with regard to our product portfolio and service offerings - Educate customers on MOC's full portfolio of solutions - Identify growth opportunities with existing clients to market the full menu of MOC products and services - Lead solution development efforts that best address customer needs, while coordinating the involvement of all necessary company personnel <p>Lastly, Mansfield believes that regular communication, transparency, and performance measurement foster any relationship. Two-way communication allows all parties to be engaged and involved in the decision-making process throughout the contract term. Communication is perhaps the single most vital aspect to developing a successful partnership that eventually enables Mansfield customers to achieve their strategic priorities and avoid critical problems.</p> <p>Accordingly, Mansfield has developed a quality control and assurance plan consisting of several metrics:</p> <ul style="list-style-type: none"> - Accuracy: Track every order for accuracy to ensure the customer receives a perfect delivery and exact invoice. - Timeliness: Track every order for timeliness. This can be delivery window compliance or it could be the time it takes from delivery to receipt of invoice. - Carrier Scorecard: Mansfield tracks carriers for delivery window compliance, spills, and cross-drops. <p>From an escalation standpoint, a customer's primary point of contact is the Customer Relationship Manager. This individual will be responsible for overseeing a customer's fuel management program in a prompt, proactive, and decisive manner.</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>As North America's largest delivered fuel supplier, Mansfield is fully capable and willing to serve all Sourcewell participating entities located throughout the United States. Mansfield's offices across the US ensure every customer receives localized service, supply and support. The corporate headquarters is stationed in Gainesville, GA with 9 other locations found in Doraville GA, Baton Rouge LA, Houston TX (2), Denver CO, Redlands CA, Mark, IL, Roseville MN, and Troy OH.</p> <p>Mansfield will work with representatives from participating entities in order to understand their energy needs and provide Mansfield's full suite of products and services where necessary. Mansfield can confidently serve every geographic area in the country through the proposed contract.</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>Mansfield's Calgary, Alberta office and dedicated Canadian sales and account management team is fully capable and willing to serve all Sourcewell participating entities throughout all 10 Canadian provinces.</p> <p>Mansfield will work with representatives from participating entities in order to understand their energy needs and provide Mansfield's full suite of products and services where necessary. Mansfield can confidently serve every geographic area in the country through the proposed contract.</p>

32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>There are no geographic areas in the United States that Mansfield is unable to fully service through this proposed contract.</p> <p>In Canada, Mansfield of Canada ULC has not identified any Canadian geographic areas in which we are unable to fully service.</p>	*
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?	Mansfield can confidently serve all of Sourcewell's participating entity sectors through the proposed contract assuming the credit-worthiness of each participating agency. Mansfield does have other cooperative agreements in place, however, those agreements will not hinder Mansfield from marketing the Sourcewell agreement to all participants.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Mansfield cannot identify any specific contract requirements or restrictions that would apply to participating entities located in Hawaii and Alaska.</p> <p>At this time, Mansfield does not currently operate in US Territories and is unable to service these areas.</p>	*

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>Mansfield utilizes a variety of different marketing strategies to drive growth, including:</p> <p>Press Releases - Mansfield will use promotional media from our website and social media to drive attention to the Sourcewell contract</p> <p>Social Media - with over 13,000 followers, Mansfield is a thought leader on social media and can drive traffic to the Sourcewell contract via posts on LinkedIn and other sites.</p> <p>Webinars - Mansfield can host informational webinars for Sourcewell members and prospective members to share insights on market trends, product information, and more, leading to higher sign-ups. Mansfield already hosts a regular webinar cadence on market news and purchasing best practices where the Sourcewell contract could be incorporated.</p> <p>Direct Sales - Mansfield's sales force will utilize the Sourcewell contract in interactions with new government agencies to secure business.</p> <p>Conferences & Trade Shows - Mansfield's sales force will make specific mention of the Sourcewell contract at Government and other trade shows attended throughout the year including large conferences such as the Government Fleet Expo and NAFA conferences.</p> <p>FUELSNews Content - Mansfield can offer participating and prospective agencies access to our free fuel newsletter, FUELSNews, which contains market trend information, tips and tricks for improving purchasing, and more. This publication is distributed to 6,000+ subscribers daily and can also be found on the web at https://mansfield.energy/market-news. Mansfield often runs articles on purchasing best practices where the Sourcewell contract could be featured throughout the year.</p> <p>Please reference our attached Mansfield Fuel Proposal which features multiple examples of the marketing material we will use to promote this contract opportunity.</p>	*

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Mansfield utilizes a wide array of digital mediums for enhancing marketing effectiveness:</p> <p>Social Media - with over 13,000 followers, Mansfield is a thought leader on social media and can drive traffic to the Sourcewell contract via posts and updates on LinkedIn, Twitter, and Instagram.</p> <p>Search engine optimization: Mansfield invests in search engine optimization and our website ranks on page 1 across several industry related keywords.</p> <p>Email Marketing - Mansfield utilizes email marketing to reach out to new customers and nurture prospects with information. As part of our email and digital market efforts, Mansfield can offer participating and prospective agencies access to our free fuel newsletter, FUELSNews, which contains market trend information, tips and tricks for improving purchasing, and more. This publication is distributed to 6,000+ subscribers daily and can also be found on the web at https://mansfield.energy/market-news. Mansfield often runs articles on purchasing best practices where the Sourcewell contract could be featured throughout the year.</p> <p>Online Webinars - Mansfield engages with potentials on webinars and tracks interactions during the event, providing more details that can help move a deal forward. Mansfield already hosts a regular webinar cadence on market news and purchasing best practices where the Sourcewell contract could be incorporated.</p> <p>Customer Relationship Management - Mansfield uses Dynamics CRM to track customer interactions and keep deals moving forward, to ensure that no customer ever falls through the cracks. The company also has a vast database of customer contacts and potentials that are candidates for the Sourcewell contract.</p> <p>Virtual Meeting Platforms - Mansfield sales representatives use MS Teams, Zoom, Webex and other platforms to connect virtually with customers.</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>Mansfield would take a collaborative approach with Sourcewell to promote the RFP with understanding that the majority of effort be undertaken by Mansfield. Our marketing and sales efforts will be communicated and coordinated with Sourcewell for mutual benefit, including the potential for joint press releases, shared social media content, and more. Mansfield believes such an approach will amplify the visibility of this new contract.</p> <p>Beyond coordinated marketing, a Sourcewell award will have dedicated sales representative responsible for pursuing new business and reaching out to potential prospects on a 1-to-1 basis. In the fuel space, this outside sales approach is necessary given the complexity of customer fuel programs and the need for a collaborative partnership to solve tough fuel problems. Cooperative contracts are a key component of Mansfield's government sales efforts; Mansfield's Government Sales and Account Management teams will be trained on the Sourcewell contract so that company representatives feel comfortable referring customers to Sourcewell whenever possible.</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.	<p>In the fuel industry, e-procurement ordering is not common due to the complex and volatile nature of fuel sales. Fuel management programs are typically complex and our sales process is solutions based which lends procurement conversations to in-person meetings and phone or email messaging.</p> <p>That said, once a customer is onboarded, individual orders may be placed on Mansfield's FuelNet portal for fuel and DEF products in the US. Discovery work is underway to continue finding new and easier ways for customers to purchase more products online and in Canada.</p>

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.	<p>Mansfield's commitment to customer education and support is unmatched within the fuel industry. Mansfield offers fuel industry training through a variety of avenues including our Daily FuelsNews publication which covers industry news and purchasing best practices; the company's regular Webinar cadence which covers fuel market updates and fuel management program best practices; white papers and case studies on our website www.Mansfield.Energy/Resources; and specialized, customer specific training in the form of Quarterly Business Reviews, lunch and learns, or other events. The latter guidance is hosted by the Mansfield Sales or Account Management team to cover customer specific training needs. This training is free or charge and is discussed with each customer during the onboarding process to ensure their specific needs are met.</p> <p>However training does not stop after onboarding, Mansfield offers an array of metrics and reporting options via FuelNet and Quarterly Business Reviews to discuss and recommend performance outcomes related to fuel spend reduction, transaction optimization, logistical recommendations, inventory management recommendations, delivery accuracy, and fuel and freight savings achievement.</p>
40	Describe any technological advances that your proposed products or services offer.	<p>Mansfield believes in taking cost and complexity out of the fuel supply chain with a focus and investment on technology. Mansfield wraps both enhanced services and transactional insights around every gallon through Mansfield's proprietary online customer portal, FuelNet.</p> <p>FuelNet is Mansfield's integrated online fuel management portal, providing instant access to view:</p> <ul style="list-style-type: none"> - Invoices, PODs, & Transaction Data - Tax Summaries & Reporting - Online Ordering & Inventory Management - Fleet Card Administration <p>FuelNet aggregates every facet of a fuel program into one simple reporting platform, enabling customers to manage their business efficiently and accurately from a single dashboard. Mansfield's proprietary FuelNet portal provides insight into transactional data around bulk fuel, LTL, retail, and DEF. Furthermore, Mansfield integrates retail and consigned fuel transactions into fuel delivery spend to consolidate billing and reporting within FuelNet's Fleet Console. Data can be aggregated at an enterprise level or by individual agency, all while providing dynamic filtering capability to drill down to specific locations, transactions, vehicles, and more.</p> <p>Access to timely and accurate operational information to support decision making has never been more important for fleet and fuel program managers. In addition to using the comprehensive analytics and fuel management tools, customers can also track and monitor data via the Reports Console which offers standard and customizable reporting options.</p> <p>FuelNet's Fuel Equipment Systems and Services module enables customers to poll and monitor tank inventory in real time, track repair and maintenance work orders for a specific location, or look at environmental compliance alarms and history.</p> <p>Mansfield has recently completed an initial round of updates to FuelNet's look and feel, with the next round of enhancements set to improve further upon the value that FuelNet delivers. Innovation is a constant focus for Mansfield as we help meet and exceed customer expectations around a best-in-class fuel management program.</p>
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>Mansfield constantly seeks new ways to help our customers achieve their sustainability goals. From being an industry leader in the US and Canadian DEF markets, which offsets harmful NOx emissions, to supplying Biodiesel and Renewable Diesel, Mansfield is committed to helping customers lower their carbon emissions relative to petroleum based fuels.</p> <p>Mansfield is working with the largest fleets in North America to meet aggressive sustainability goals to lower carbon emissions. Higher ethanol blends in gasoline or increased biodiesel blends or renewable diesel use can offer significant lifecycle carbon emissions reductions versus petroleum diesel and even when compared to electrical vehicle options. Mansfield offers a robust suite of renewable diesel, biodiesel, and ethanol blends across the US and Canada.</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>As part of our commitment to the environment, the Mansfield corporate office is LEED Silver certified by the U.S. Green Building Council.</p>

<p>43</p>	<p>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>	<p>Mansfield is committed to inclusivity and diversity and in its ordinary course of business strives to engage the services of Disadvantaged Business Enterprises and Small Business Enterprises as petroleum supply and delivery partners. At Mansfield, we believe that a diversity of viewpoints, experiences, and backgrounds creates long-term value for our customers and for the communities in which the company operates.</p> <p>While Mansfield is not a certified WMBE or SBE entity, Mansfield does work with a number of qualified WMBE or SBE partners nationally. Mansfield's Diverse Business Development (DBD) Program helps customers fulfill their Tier 1 and Tier 2 diversity spend requirements by giving unparalleled access to the fuel management capabilities of both Mansfield and its nationwide network of vetted DBE partners (MBE, WBE, DBE, SBE, SDVOSB, etc.). Mansfield offers the expertise and bandwidth necessary to provide comprehensive solutions while partnering with and strengthening DBE partners.</p> <p>Whether purchasing fuel in bulk or tank wagon quantities, buying retail or consigned – the DBE Program leverages Mansfield's operational support and experience to execute even the most complex fuel management strategies. By leveraging Mansfield's DBE fueling network, customers can be assured of receiving competitive fuel pricing, quality service, and industry-leading digital integration at every step.</p>
-----------	---	---

<p>44</p>	<p>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>	<p>Mansfield differentiates itself from competitors through its comprehensive service, consistent innovation, and broad solutions.</p> <p>SERVICE As the largest delivered fuel supplier in North America, Mansfield offers a robust and reliable supply and delivery of fuel and related services across all 50 US States and the 10 Canadian provinces.</p> <p>Mansfield maintains a broad portfolio of procurement optionality to ensure reliable supply and competitive pricing in every market. Throughout the US and Canada Mansfield's entire suite of supply options are utilized to meet customer needs. The variety and comprehensive coverage of supply points reduces Mansfield's dependency on any one local fuel supply option and enables an optimal balancing of fuel costs. Maintaining diverse procurement sources and contracts ensures reliability and performance during volatile periods due to refinery outages, pipeline and terminal downtime, or natural disasters. Mansfield's supply chain provides significant security through contracted supply yet enables a fast, flexible approach to take advantage of market opportunities.</p> <p>Mansfield maintains commercial access to all third-party supply terminals in North America. This allows Mansfield the opportunity to buy from multiple supply points and providers both in markets local to customer demand but also surrounding markets in case of emergency. Customers across the country have benefited from this redundancy and flexibility as evidenced over the many years of reliable Mansfield supply to government agencies and first responders through natural disasters, weather events, refinery downtime, and infrastructure interruptions.</p> <p>Equally expansive is Mansfield's carrier base through our unique DeliveryONE network which brings together 1,500 transportation partners across North America in one single network to serve our customers. This allows for redundancy in any given market so if the first or even second transportation option is unavailable due to capacity constraints then Mansfield can call on multiple other options to serve our customers. The company is also mindful of the flexibility needed to serve our diverse customer base ensuring that we have a variety of transportation options in most major markets including full transport, tank wagon, and mobile refueling capabilities as needed. Through the comprehensive DeliveryONE network Mansfield ensures safe and reliable transportation options are readily available to customers.</p> <p>INNOVATION Mansfield wraps both enhanced services and transactional insights around every gallon through Mansfield's proprietary online customer portal, FuelNet. FuelNet is Mansfield's integrated online fuel management portal, providing instant access to view: - Invoices, PODs, & Transaction Data - Tax Summaries & Reporting - Online Ordering & Inventory Management - Fleet Card Administration</p> <p>FuelNet aggregates every facet of a fuel program into one simple reporting platform, enabling customers to manage their business efficiently and accurately from a single dashboard. Mansfield's proprietary FuelNet portal provides insight into transactional data around bulk fuel, LTL, retail, and DEF invoices. Mansfield integrates retail and consigned fuel transactions to consolidate billing and reporting within FuelNet's Fleet Console. Data can be aggregated at an enterprise state level or by individual agency, all while providing dynamic filtering capability to drill down to specific locations, transactions, vehicles, and more.</p> <p>SOLUTIONS Mansfield's entire suite of fuel management solutions is unmatched in the industry. Beyond the supply and delivery of standard fuel products, Mansfield also offers supply and delivery of renewable fuels, Diesel Exhaust Fluid (DEF) supply and logistics, fuel price risk management, fleet cards, fuel systems and equipment, fuel quality and additives, emergency response programs, fuel data management, and consigned fuel. Customers have the option to choose whatever services compliment their specific fuel management program and Mansfield's sales team is there to guide them on best practices specific to each situation.</p> <p>When a customer chooses Mansfield, they're joining over 8,000 other companies that have experienced the Mansfield difference. Through service, innovation, and broad fuel management solutions, Mansfield enhances our customers' competitiveness and service capabilities. At Mansfield, we're building relationships that matter through an unwavering commitment to add value to our customers.</p>
-----------	---	---

Table 9A: Warranty

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

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Mansfield offers industry standard warranties.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Mansfield fuel and services are warranted, but fuel can become tainted if it sits for too long (for various reasons) or a customer's tank is not properly maintained. Mansfield warrants the fuel will meet specifications upon delivery, but not that it will maintain the required specifications in perpetuity.
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?	Mansfield warrants the fuel will meet specifications, regardless of the producer.
48	Describe any service contract options for the items included in your proposal.	Mansfield may contract our services with local commons carriers to deliver fuel products and local vendors to perform equipment services.

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	Mansfield will deliver fuel products that meet federal, state, and local industry standards. Mansfield fuel products meet all ASTM industry and commercial pipeline standards for fuel quality.
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Mansfield believes that regular communication, transparency, and performance measurement foster any relationship. Two-way communication allows all parties to be engaged and involved in the decision-making process throughout the contract term. Communication is perhaps the single most vital aspect to developing a successful partnership that eventually enables Mansfield customers to achieve their strategic priorities and avoid critical problems.</p> <p>Accordingly, Mansfield has developed a quality control and assurance plan consisting of several metrics:</p> <ul style="list-style-type: none"> - Invoice Accuracy and Timeliness: Mansfield tracks every invoice for accuracy to ensure the customer receives an exact invoice. FuelNet automatically tracks invoice accuracy and timeliness by customer so that Mansfield self-reports its performance in this category. Example metrics tracked are: days to invoice, invoice credit/rebill %, specific reason code for invoice errors, etc. - Delivery/Operations Metrics: Track every delivery for timeliness to ensure no late deliveries, track loads rolled from one day to the next, customer runouts, inventory managed sites <10% inventory levels, etc. - Carrier Scorecard: Mansfield tracks carriers for delivery window compliance, spills, cross drops, and Compliance/Safety/Accountability reviews.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	Describe your payment terms and accepted payment methods.	<p>Standard payment terms are Net 30 days from the date of invoice though Mansfield can accommodate other payment terms at the request of the customer. Additional savings or charges may apply.</p> <p>Acceptable payment methods are as follows:</p> <ol style="list-style-type: none"> 1. ACH Payment 2. Wire Payment 3. Electronic Funds Transfer (EFT) Authorization Agreement 4. Check 5. Credit Card (Processing Fee will be Assessed)
52	Describe any financing options available for use by educational or governmental entities.	<p>Financing options are available for all Mansfield customers and are handled on a case-by-case basis to determine what will work best for all parties involved. Mansfield will partner with Sourcewell participating entities to understand their needs and will present the best path forward. All financing options are contingent upon a credit approval process.</p> <p>In addition to offering financing opportunities, Mansfield's Consigned Fuel Program may be an appealing option for entities looking to free-up cashflow, obtain transaction-level reporting, and provide automatic accruals and cost distribution where necessary.</p> <p>The Consigned Fuel Program is tailored for savings goals and entity-specific requirements. Mansfield will help entities design a best-practice program, providing significant bulk fuel savings and accountability enterprise-wide.</p> <p>How the Mansfield Consigned Fuel Program Works: Mansfield owns the fuel inventory in a customer's fuel tanks and only bills the customer once it's pumped into the vehicle.</p> <p>With remote access to card readers and tank gauges, Mansfield inventory specialists track fuel levels to maintain adequate supply and tank compliance. Mansfield bills entities separately as they pump fuel into the vehicle, automatically delivering transaction details to support invoices. Agencies may allow other entities to use their tank or restrict access to just company-owned equipment, Mansfield can accommodate single or multi-agency billing on behalf of the customer. The program is streamlined, automated, and concise to help companies account for usage across multiple entities.</p>
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.	<p>The Mansfield Team provides partners with two important standard transaction documents. The first is the Site Survey Form, which is provided to customers to understand as much about their physical fueling sites as possible. Mansfield wants to provide all customers with safe service, and a big part of that process is understanding the equipment and layout of each location. This form enables participating entities to identify site contacts, equipment on location, preferred delivery times, etc.</p> <p>In addition, Mansfield also provides customers with a Mansfield Order Form. While not required, this detailed form can be completed by site personnel when they'd like to schedule deliveries. Mansfield has the capabilities and the experience to remotely monitor fuel tanks and inventory manage locations with ease, however, if customers choose to have a more hands-on approach, the Mansfield Order Form provides them with everything they need to request their fuel.</p> <p>Please reference both forms attached in the Documents section of our response.</p>
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?	<p>Mansfield will accept purchases on general p-card programs at a fee of 3.5% based off the entire invoice amount.</p>

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 Sourcwell 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>Mansfield proposes pricing fuel off the widely accepted benchmark OPIS index while pricing freight and transportation charges at cost as a pass through to the customer. Because delivery requirements vary by region, customer needs, and specific site requirements this pass-through approach allows for the most comprehensive market coverage across North America.</p> <p>For fuel, Mansfield can offer all available fuel products corresponding to a customer's local Daily or Weekly OPIS Gross Contract Average feed plus a not-to-exceed differential. The not-to-exceed differential varies depending on the supply and delivery method required for the fuel. The not-to-exceed differential for fuel via a full-size Transport truck (18-wheeler) will be billed at a participating entity's local OPIS Index City OPIS Gross Contract Average feed plus a one cent per gallon (or per liter in Canada) differential for the respective product*. The not-to-exceed differential for fuel via a Tankwagon truck will be billed at the participating entity's local OPIS Index City OPIS Gross Contract Average posting plus a ninety-nine cent per gallon (or per liter in Canada) differential for the respective product*. Potential discounts and price adjustments may be negotiated on a case-by-case basis with the entity that is joining the contract. *</p> <p>For freight, Mansfield proposes a straight pass-through at Mansfield's costs of all transportation and freight charges for delivery.</p> <p>Please note that due to government regulations, Mansfield is only able to offer Renewable Diesel for transportation fuel use. Additionally, all Renewable Diesel is quoted for delivery in the same state as the origin terminal.</p> <p>*Unless otherwise agreed upon by Mansfield, Renewable Diesel fuel is to be priced off the respective CARB Ultra Low Sulfur Diesel or Ultra Low Sulfur Diesel index for the local OPIS Index City. At the time of the contract response, many cities either do not have a renewable diesel OPIS posting or there are too few suppliers considered in the index. Accordingly, industry standard is to price Renewable Diesel off the respective CARB Ultra Low Sulfur Diesel or Ultra Low Sulfur Diesel index.</p> <p>All taxes will be passed through as a line item. All delivery fees will be passed through as a line item.</p>

<p>56</p>	<p>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.</p>	<p>Mansfield proposes pricing fuel off the widely accepted benchmark OPIS index while pricing freight and transportation charges at cost as a pass through to the customer. Because delivery requirements vary by region, customer needs, and specific site requirements this pass-through approach allows for the most comprehensive market coverage across North America.</p> <p>For fuel, Mansfield can offer all available fuel products corresponding to a customer's local Daily or Weekly OPIS Gross Contract Average feed plus a not-to-exceed differential. The not-to-exceed differential varies depending on the supply and delivery method required for the fuel. The not-to-exceed differential for fuel via a full-size Transport truck (18-wheeler) will be billed at a participating entity's local OPIS Index City OPIS Gross Contract Average feed plus a one cent per gallon (or per liter in Canada) differential for the respective product*. The not-to-exceed differential for fuel via a Tankwagon truck will be billed at the participating entity's local OPIS Index City OPIS Gross Contract Average posting plus a ninety-nine cent per gallon (or per liter in Canada) differential for the respective product*. Potential discounts and price adjustments may be negotiated on a case-by-case basis with the entity that is joining the contract.</p> <p>For freight, Mansfield proposes a straight pass-through at Mansfield's costs of all transportation and freight charges for delivery.</p> <p>Please note that due to government regulations, Mansfield is only able to offer Renewable Diesel for transportation fuel use. Additionally, all Renewable Diesel is quoted for delivery in the same state as the origin terminal.</p> <p>*Unless otherwise agreed upon by Mansfield, Renewable Diesel fuel is to be priced off the respective CARB Ultra Low Sulfur Diesel or Ultra Low Sulfur Diesel index for the local OPIS Index City. At the time of the contract response, many cities either do not have a renewable diesel OPIS posting or there are too few suppliers considered in the index. Accordingly, the industry standard is to price Renewable Diesel off the respective CARB Ultra Low Sulfur Diesel or Ultra Low Sulfur Diesel index.</p> <p>All taxes will be passed through as a line item. All delivery fees will be passed through as a line item.</p>
<p>57</p>	<p>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.</p>	<p>Mansfield will pass along at cost (no markup or margin added) all freight charges and taxes; on the invoice the freight charges can either be billed as a line item or rolled up into the product cost. Because delivery requirements vary by region, customer needs, and specific site requirements this pass-through approach allows for the most comprehensive market coverage across North America. Estimated freight and tax quotes may be provided to each entity interested in participating in the contract, however, the actual cost of freight and taxes will be passed through at cost.</p>
<p>58</p>	<p>Describe any volume or quantity discounts or rebate programs that you offer.</p>	<p>There are no aggregate volume or quantity discounts or rebate programs. Any and all volume discounts will be discussed on a case-by-case basis with each participating entity. The quoted not-to-exceed price is applicable unless otherwise negotiated.</p>

59	<p>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.</p>	<p>For fleet cards associated with a customer's fuel management program, Mansfield offers a rebate to each participating agency of .85% off the retail fuel price. For high volume fleet card prospects, Mansfield may be able to offer a larger rebate but will never offer a rebate less than .85%.</p> <p>Mansfield offers fixed price fuel hedging and risk management. Because this pricing is dependent on the fuel market and specific customer needs at the time the quote is generated, Mansfield is unable to offer a price for this service in this RFP response. However, Mansfield will discuss pricing with each interested agency. For fixed price fuel hedging Mansfield is also willing to fix the customer's freight costs.</p> <p>The purchase of any fuel additives requested will be billed at cost plus \$.0050/gallon or liter.</p> <p>For bulk DEF deliveries over 250 gallons, Mansfield offers cost plus \$.10 per gallon or liter.</p> <p>Mansfield offers any other "sourced" products or related services at cost plus 15%.</p>
60	<p>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.</p>	<p>All freight accessorial incurred such as split-deliveries (multiple drop site charges), pump-off fees, minimum freight fees (for orders under a full truckload), demurrage at customer sites, and expedited or emergency delivery fees will be passed along at cost to a participating agency. These fees are charged to Mansfield by local delivery subcontractors at negotiated rates and will be passed along at no mark up to an agency only as incurred during a delivery.</p> <p>The purchase of any fuel additives requested will be billed at cost plus \$.0050/gal or liter.</p> <p>All applicable taxes will be passed along and billed as a line item. Given the broad coverage of this contract and the numerous federal, state, and local taxes it's impractical to specifically list each potential tax.</p>
61	<p>If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Mansfield utilizes a diverse network of 1,500 third-party delivery partners to ensure reliable and cost-competitive deliveries in every market. Mansfield's Carrier Relations team thoroughly vetts each of these partners to ensure safety, performance history, market operations and capacity, flexibility to adjust to market conditions, electronic capabilities, financial durability, and competitive pricing. Mansfield's Carrier Relations team frequently issues competitive bidding for the company's freight lanes and relies on an electronic bidding engine to procure freight.</p> <p>Since all base freight rates and associated delivery charges will be passed along at cost as incurred, this means customers will be charged the same negotiated rates that Mansfield receives from its carriers. Delivering nearly 3 billion gallons of fuel products per year, customers can rest assured that Mansfield receives extremely competitive pricing as a preferred vendor of its transportation partners.</p>
62	<p>Specifically describe freight, shipping, and delivery terms or programs applicable to Sourcwell Participating Entities in Alaska, Hawaii, and Canada.</p>	<p>Freight, shipping, and delivery terms or programs do not differ for participating entities in Alaska, Hawaii, and Canada. All freight charges, including the base rate and any accessorial fees incurred, will be billed at cost to participating agencies. Because delivery requirements vary by region, customer needs, and specific site requirements this pass-through approach allows for the most comprehensive market coverage across North America.</p>

63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Beyond carrier coverage in all commercial fuel markets across North America, Mansfield is also mindful of the flexibility needed to serve our diverse customer base. Accordingly, the company ensures that we have a variety of transportation options in most major markets including full transport, tank wagon, and mobile refueling capabilities as needed. Mansfield offers delivery to a wide array of tanks from large bulk storage tanks all the way to smaller generator fills and mobile wet hosing directly to fuel vehicles.</p> <p>Additionally, given Mansfield's established history of supplying government entities and first responders, the company understands prioritizing fuel for essential services. Mansfield's standard Business Continuity Plan document – a copy of which is attached to this proposal – illustrates the thoroughness with which Mansfield approaches an impending event and will serve as operating protocol should any such event threaten customer fueling operations. Further, Mansfield has developed and managed emergency preparedness plans for customers nationwide and can work with participating agencies to tailor a program specific to their needs.</p>
----	---	---

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
-----------	----------	------------

65	<p>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.</p>	<p>Over the course of its 65-year history Mansfield has successfully onboarded hundreds of government customers. Onboarding a new customer involves collaboration between agency stakeholders and Mansfield as both parties determine the optimal execution strategy. The success of a contract's transition will be determined in part by the cooperative communication between Mansfield and each participating agency.</p> <p>To initiate an onboarding, Mansfield convenes an internal onboarding meeting to review the scope of the negotiated agreement, align stakeholders on the requirements, and plan for execution based on the specifications of the contract. This meeting would include the key stakeholders outlined in this proposal, as well as the front-line staff responsible for cascading a customer's requirements across the organization.</p> <p>Mansfield has a prescriptive onboarding program which is overseen by the company's Governance team that handles and approves all customer inputs into the firm's ERP system. It is critical for the process to be followed in its entirety to ensure each customer is successfully onboarded. The process utilizes Microsoft Power Apps to push information and workflows through several Mansfield departments to:</p> <ul style="list-style-type: none"> - Ensure Mansfield is providing a first-class customer experience. - Bring together all departments with a common goal and purpose to hold each other accountable. - Ensure the customer is onboarded properly with operational precision so that all ordering, dispatching, and billing processes are seamless. <p>There are various steps in the process that must be followed:</p> <ol style="list-style-type: none"> 1. Credit Application Initiation 2. Credit Review and Approval 3. CRM Assignment 4. Pre-Onboarding 5. Internal Onboarding Meeting 6. Onboarding Form Completion 7. Governance Approval 8. Tax Approval 9. Department Notifications 10. Price Letter Setups 11. 1/30/60/90 Day Customer Reviews <p>The Mansfield Sales and Account Management teams work diligently to guarantee this process is followed and completed efficiently, which enables us to ensure all Sourcewell participating entities obtain the proper pricing.</p> <p>Additionally, Mansfield works with a number of entities who request specific reporting requirements and administrative fee payments - accordingly, Mansfield's Account Management team works closely with our Business Analytics data team to develop auto-generated reporting for each specific contract that needs to be tracked. Any new participating agency can simply be added to this report upon contract setup. This creates accurate and repeatable reporting capabilities to ensure the proper gallons are reported and administrative fees paid.</p>
----	---	---

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.	<p>Mansfield believes that regular communication, transparency, and performance measurement foster any relationship. Two-way communication allows all parties to be engaged and involved in the decision-making process throughout the contract term. Communication is perhaps the single most vital aspect to developing a successful partnership that eventually enables Mansfield customers to achieve their strategic priorities and avoid critical problems.</p> <p>Accordingly, Mansfield has developed a quality control and assurance plan consisting of several metrics that can be summarized in the below buckets:</p> <ul style="list-style-type: none"> - Invoice Accuracy and Timeliness: Mansfield tracks every invoice for accuracy to ensure the customer receives an exact invoice. FuelNet automatically tracks invoice accuracy and timeliness by the customer so that Mansfield self-reports its performance in this category. Example metrics tracked are days to invoice, invoice credit/rebill %, specific reason code for invoice errors, etc. - Delivery/Operations metrics: Track every delivery for timeliness to ensure no late deliveries, track loads rolled from one day to the next, customer runouts, inventory managed sites <10% inventory levels, etc. - Carrier Scorecard: Mansfield tracks carriers for delivery window compliance, spills, cross drops, and Compliance/Safety/Accountability reviews.
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.)	<p>Mansfield proposes a \$.0050 per gallon (or per liter in Canada) administrative fee that the company will pay to Sourcewell for all fuel sold during the duration of this contract. Mansfield wants to ensure the success of this contract and believes a competitive, market based administrative fee is necessary to promote contract growth.</p>

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>Mansfield is offering supply and delivery of all formulations, grades, and blends of motor vehicle, aviation, and heating fuels commercially and readily available across the U.S. and Canada. This is inclusive of traditional petroleum-based fuels such as motor gasoline and diesel, but also alternative and renewable fuels such as ethanol, biodiesel, renewable diesel or gasoline, etc. and associated blends. Given the number of individual products included in this offering it is impractical to list all detailed product specifications in this response; however, Mansfield will deliver fuel products that meet all industry quality specifications while also complying with federal, state, or local fuel requirements.</p> <p>Mansfield is offering full truck transport, tank wagon truck transport, and mobile refueling truck delivery methods depending on customer needs.</p> <p>Mansfield is offering the below related services, please see Mansfield's Pricing Sheet for more details:</p> <ul style="list-style-type: none"> - Fixed price fuel hedging risk management to lock in fuel prices or fuel price ranges. - Diesel Exhaust Fluid (DEF) bulk supply and supply of pallets and totes. - Fuel cards for retail or backyard use as part of a comprehensive fuel management program. - Fuel equipment systems and services including inventory management, fuel card transaction management, equipment repairs/maintenance/builds, and fuel additives and pre-emptive product quality programs. - Customer specific emergency preparedness/response programs. - Consigned fuel programs whereby Mansfield owns the fuel in customer tanks and only bills fuel as it is dispensed into vehicles.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>There are no applicable subcategory titles.</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	Please reference pricing sheet attached to response.
71	Aviation fuels, fluids, gasolines, or additives (identify applicable formulations, grades, and blends in pricing upload material)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference pricing sheet attached to response.
72	Heating fuels or gases (identify applicable formulations, grades, and blends in pricing upload material)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference pricing sheet attached to response.
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	Please reference pricing sheet attached to response.
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	Please reference pricing sheet attached to response.

Table 15: Industry Specific Questions

Line Item	Question	Response *
75	Describe your ability to fuel a mixed fleet during the same route.	Mansfield has the resources and years of fuel industry experience to successfully fuel a mixed fleet during the same route. Given Mansfield's consultative approach, the Sales team will work with Sourcewell participating entities to determine their fueling needs and the best methodology for distributing fuel throughout their locations.
76	Describe any emergency fueling programs you offer.	<p>As a fuel supplier to government, commercial, and retail clients throughout the United States and Canada, Mansfield maintains a thorough Emergency Response Program including redundant operations centers and data backup. When emergency situations occur, Mansfield is there to provide for its contractual customers.</p> <p>Mansfield can quickly mobilize fuel from non-impacted areas to long-haul into areas experiencing a natural disaster or supply disruption, leveraging its unmatched nationwide network of supply and transportation. In case of any unexpected event, Mansfield can rely on its broad fuel and freight procurement network to procure fuel throughout surrounding markets. Through its proprietary DeliveryONE network of over 1,500 transportation providers nationwide, Mansfield maintains multiple relationships with carrier partners in all major markets. If the primary carrier is ever unavailable, Mansfield can call upon a network of other providers to step in. This is especially important when natural disasters strike or unexpected supply options occur. When interruptions to the fuel supply chain happen, Mansfield has redundancy to overcome those challenges and keep customers supplied.</p> <p>Lastly, given Mansfield's established history the company understands prioritizing fuel for essential services. Mansfield's standard Business Continuity Plan document – a copy of which is attached in the Documents section – illustrates the thoroughness with which Mansfield approaches an impending event and will serve as operating protocol should any such event threaten agency fueling operations. Further, Mansfield has developed and managed tailored emergency preparedness plans for customers nationwide and can work with interested agencies to do the same.</p>
77	Describe your carrier network.	Mansfield offers bulk fueling, tank wagon fills, and mobile refueling options with its vast network of third-party carriers to meet customers' transportation needs. Mansfield sells nearly 10 million gallons of fuel every day with a distribution network of 900 transport truck carrier partners, 600 tank wagon partners, and 140 mobile refueling organizations. Mansfield's Carrier Relations team thoroughly vets each of these partners to ensure operational excellence, safety, financial durability, and competitive pricing. Every delivery is tailored to the customer's exact specifications and monitored for safety and quality. This service network provides the redundancy and scale required to ensure Mansfield customers are never out of fuel.

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](#) - Mansfield Pricing Sheet.pdf - Thursday December 15, 2022 14:55:34
 - [Financial Strength and Stability](#) - Financial Strength & Stability.zip - Thursday December 15, 2022 13:24:01
 - [Marketing Plan/Samples](#) - Marketing Plan & Samples.zip - Thursday December 15, 2022 14:07:30
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Thursday December 15, 2022 14:09:05
 - [Upload Additional Document](#) - Mansfield Business Continuity Plan.pdf - Thursday December 15, 2022 14:09:17

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. - Dan Luther, Vice President, Government Sales, Mansfield Oil Company of Gainesville, Inc.

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



RFP #121522
REQUEST FOR PROPOSALS
for
Fuel Delivery with Related Services

Proposal Due Date: December 15, 2022, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Fuel Delivery with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 15, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	October 27, 2022
Pre-proposal Conference:	November 17, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	December 7, 2022, 4:30 p.m., Central Time
Proposal Due Date:	December 15, 2022, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	December 15, 2022, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and,

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Fuel Delivery with Related Services, including:
 - a. Supply and delivery of all formulations, grades, and blends of vehicle, equipment, aviation, and heating fuels, fluids, gases, gasolines, additives, and hybrid or alternative fuels; and,

- b. Support services directly related to delivery of the fuels, fluids, gases, gasolines, additives, and hybrid or alternative fuels, described in 1. a. above, such as, fuel or inventory monitoring, mobile fueling, management and logistics, data management, and fleet sanitizing.

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. The primary focus of this solicitation is on Fuel Delivery with Related Services. This solicitation should NOT be construed to include services-only or technology-only solutions.
3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:
 - a. Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services (RFP #092920);
 - b. Fleet Management Technologies with Related Software Solutions (RFP #020221);
 - c. Electric Vehicle Supply Equipment and Related Services (RFP #042221); and,
 - d. Fleet Management Services (RFP #030122).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, and delivery. However, products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to self-perform the related services.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$40 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Quoted Adjustment from Index or Benchmark Pricing, Line-Item Pricing, or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Quoted Adjustment from Index or Benchmark Pricing** is pricing based on a discount or increase (+ / —) adjustment to a stated index or benchmark.
 - b. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - c. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.

Rev. 3/2022

Sourcewell RFP #121522
Fuel Delivery with Related Services
Page 6

3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as freight, loading or unloading, monitoring, surcharges, fees, installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is calculated on total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and may be expressed as a percentage, per-unit, or flat fee in alignment with industry standards and practices.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after

submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.

Rev. 3/2022

Sourcewell RFP #121522
Fuel Delivery with Related Services
Page 9

- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty and Performance Standards or Guarantees	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



11/8/2022

Addendum No. 1

Solicitation Number: RFP 121522

Solicitation Name: Fuel Delivery with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

It's difficult to work within the fields on the website. Is there a PDF document that can be downloaded to fill out?

Answer 1:

After selecting "Start Submission", a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF" if a downloadable PDF of the questionnaire tables is desired. However, all proposals must be submitted through the Sourcewell Procurement Portal. Guidance on preparing a response in the Portal can be found in the "Submit Response Guide" located on the "Bids Homepage" in the Resource Materials section.

End of Addendum

Acknowledgement of this Addendum to RFP 121522 posted to the Sourcewell Procurement Portal on 11/8/2022, is required at the time of proposal submittal.

Mansfield Oil #121522-MNF

Mansfield Oil Company of Gainesville, Inc. offers varying not to exceed differentials on all products listed corresponding to their local OPIS Index City Daily or Weekly OPIS Gross Contract Average price per gallon (US) or liter (Canada) where each product is available. All taxes will be passed through as a line item. All transportation costs and delivery fees, as incurred, will be passed through at cost.

Mansfield Oil Company of Gainesville, Inc. also offers related service pricing for Fixed Price Fuel Hedging, Diesel Exhaust Fluid, Fuel Equipment Systems and Services, Fleet Cards, Consigned Fuel, and Emergency Preparedness/Response Fuel Programs. Contract pricing for these vary based on situational factors. Additional information and verification are available on request.