

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: 03/16/2026	MEETING DATE: 6/9/2026
TO: Jennifer Barker, County Manager	ITEM TYPE: Consent Item
THRU: Roberto Bonilla, Assistant County Manager	ITEM ID: 42817
BY: Bill Ponko, Senior Procurement Agent	
SUBJECT: Aboveground Fuel and Fluid Storage Services	

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:

1. Of Contract 26-911 with JF Acquisition, LLC, d/b/a JF Petroleum Group (Morrisville, NC) to provide aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services, and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The annual fiscal impact is estimated at \$250,000 (expenditure) and is within the approved Fiscal Year Budget. Annual expenditures shall at no time exceed the available Fiscal Year Budgeted funds.

BACKGROUND SUMMARY: On November 18, 2025, the Sourcewell Cooperative awarded Contract 0981524-JFA (based on a Request for Proposal) to JF Acquisition, LLC, d/b/a JF Petroleum Group (Morrisville, NC) to provide aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services. The Office of Procurement Services, in coordination with the Office of Fleet Management, has identified Contract 081524-JFA's scope of work includes services currently sought by Lake County at competitive pricing.

Contract 26-911 adopts the Sourcewell Cooperative Contract 081524-JFA and will replace expiring Lake County contract 24-725.

Fiscal Impact: \$250,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Fleet	5400	0524300	830460		\$250,000.00

Advertised Date:

Paper:

Attachments:

1.	26-911 - Adoption and Amendment of Soucewell Contract 08154
2.	JF Acquisitions - Sunbiz

3.	Steve Bernstein - JFPG Delegation of Authority to Sign
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STAFF APPROVALS AND DATES:

Bill Ponko	Created/Initiated - 03/16/2026
Ron Falanga	Approved - 03/16/2026
Donald Vintilla	Approved - 03/16/2026
Kerri Andrews	Approved - 03/17/2026
Grace Burgos	Approved - 05/01/2026
Paul Rade	Approved - 05/01/2026
Roberto Bonilla	Approved - 05/05/2026
Nickolas Clarke	Approved - 05/05/2026
Rachel Bartolowits	New -
Kandace Pourbaix	-
Miranda Lanoue	-
Melanie Marsh	-
Jennifer Barker	-
Marisol Saldana	-

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

**ADOPTION AND AMENDMENT OF
ABOVEGROUND FUEL AND FLUID STORAGE WITH RELATED HARDWARE,
SOFTWARE, AND SERVICES**

This contract is for the Adoption and Amendment 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 Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services, Master Agreement #081524 ("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 JF Acquisition LLC dba JF Petroleum Group, a foreign profit limited liability company authorized to do business in the State of Florida (VENDOR).

WITNESSETH:

WHEREAS, on or about November 18, 2024, after complying with a competitive procurement process, SOURCEWELL entered into the Sourcewell Contract incorporated herein as **Exhibit A**, for aboveground fuel and fluid storage with related hardware, software, and services; and

WHEREAS, the Sourcewell Contract between SOURCEWELL and the VENDOR is effective until November 18, 2028; and

WHEREAS, VENDOR is willing to honor the terms, conditions, and pricing of the Sourcewell Contract to provide aboveground fuel and fluid storage with related hardware, software, and services to the COUNTY; and

WHEREAS, the COUNTY and the VENDOR want to enter into this Adoption and Amendment to specify the application of the Sourcewell Contract to the COUNTY and comply with the COUNTY'S procedures; and

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

NOW, THEREFORE, the Parties agree as follows:

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 Adoption and Amendment upon adoption hereof.

2. **Term; Modifications.**

A. This Adoption and Amendment shall become effective on the date under the last signature (the "Effective Date") and shall continue for the remainder of the term of the Sourcewell Contract, until the expiration date of November 18, 2028, or until the earlier termination of the Sourcewell Contract by VENDOR or SOURCEWELL. Renewals are contingent upon renewal of the underlying Sourcewell Contract, as well as mutual written agreement of the Parties hereto. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of VENDOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

B. This Adoption and Amendment will remain in effect until completion of all Parties' obligations stated herein and expiration of all express and implied warranty periods.

3. **Payment and Invoices.**

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

ADOPTION AND AMENDMENT OF THE SOURCEWELL CONTRACT WITH SOURCEWELL FOR ABOVEGROUND FUEL AND FLUID STORAGE WITH RELATED HARDWARE, SOFTWARE AND SERVICES (CONTRACT #26-911-1)

B. VENDOR will submit an original invoice to the COUNTY after each service has been completed, or on such other basis as the Parties mutually agree to in writing.

C. VENDOR 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.

4. Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the VENDOR 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 VENDOR'S office or facility. The VENDOR 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 VENDOR 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, VENDOR 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 contract term and following completion of the contract if the VENDOR does not transfer the records to the COUNTY.

iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the VENDOR or keep and maintain public records required by the COUNTY to perform the service. If VENDOR transfers all public records to the COUNTY upon completion of the contract, VENDOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ADOPTION AND AMENDMENT, 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, VENDOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If VENDOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the VENDOR 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 Contract for services must be made directly to the COUNTY. If VENDOR receives any such request, VENDOR shall instruct the requestor to contact the COUNTY. If the COUNTY does not possess the records requested, the COUNTY shall immediately notify the VENDOR of such request, and the VENDOR must provide the records to the COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

G. VENDOR 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. VENDOR 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. VENDOR shall indemnify, defend, and hold the COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from the VENDOR'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by VENDOR'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. VENDOR authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against VENDOR from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

5. Information Technology/Data Security. With respect to the System and environment the VENDOR uses to provide services, including those for data storage and transmission, VENDOR agrees as follows:

A. Ownership of County Data. Lake County is the owner of its data, data compilations and reports or compilations of its data generated from use of the Licensed System ("County Data"). Notwithstanding anything to the contrary contained in the contract, the COUNTY will have the right to use the VENDOR'S Licensed System to access and have unfettered use of such data, reports, compilations, or information derived from or resulting from the use of the Licensed System or to generate reports from such data, files, or information. VENDOR acknowledges and agrees that the COUNTY is the owner and custodian of the data, compilations, and information, whether or not such is electronically retained and regardless of the retention media and that the use of the Licensed System in relation to such information or data does not in any way restrict COUNTY in the COUNTY'S rights of disclosure of its data and information.

B. County Proprietary Information. VENDOR shall take necessary security measures to ensure that the COUNTY proprietary information cannot be downloaded to or printed from any devices that its employees, contractors, or subcontractors use, including, and without limitation, desktops, laptops, and USB flash drives.

ADOPTION AND AMENDMENT OF THE SOURCEWELL CONTRACT WITH SOURCEWELL FOR ABOVEGROUND FUEL AND FLUID STORAGE WITH RELATED HARDWARE, SOFTWARE AND SERVICES (CONTRACT #26-911-1)

C. County Data. In storing or processing the County Data, VENDOR shall not commingle the County Data with any data from Contractor's other clients.

D. Security Operating Protocols. VENDOR shall employ generally accepted industry security methods and internal security operating protocols to prevent intrusion into the service the VENDOR provides to the COUNTY or interception of data or communications by unauthorized third parties. Such practices must include, without limitation: encryption of data for storage and for transmission; firewall protection; password protection; review of firewall logs and intrusion detection notifications on a daily basis; and update of virus definitions and security patches on an as-needed basis.

E. Hosting Provider. VENDOR shall only use servers located in secure facilities in the U.S. and administered by a third-party hosting provider ("Hosting Provider") to provide services to the COUNTY. VENDOR represents and warrants that each Hosting Provider used by the VENDOR will cause to be conducted, on at least an annual basis, an SSAE 16 Type II (or equivalent) security audit by a reputable security specialist who must identify in a written report (a copy of which must be promptly delivered to the COUNTY upon request and which must be the VENDOR'S Proprietary Information) any readily identifiable security vulnerabilities in connection with the applicable Hosting Provider's services that VENDOR uses and the operating environment.

F. County Data Location. Except for sending the County Data to the COUNTY, VENDOR shall keep the County Data solely in its Hosting Provider's facility or facilities located in the United States and shall not allow such data to leave such facility or facilities in any form.

G. Confidentiality of Data. All VENDOR staff, including any sub-contractors, who may have access to or potential access to any confidential County Data must protect this data from unauthorized access. Under no circumstances may confidential COUNTY employee data be disclosed to parties outside the contract or used for purposes other than the fulfillment of the contract.

H. Confidential and/or Exempt Information. VENDOR must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, VENDOR will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. VENDOR will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed. VENDOR shall be responsible for ensuring that confidential and/or exempt information is provided to its subcontractors only when necessary to complete the Service and shall be responsible for ensuring that confidential and/or exempt information provided to its subcontractors is handled in a manner that preserves its confidentiality and/or exempt information nature. VENDOR shall ensure that all materials provided to subcontractors are returned as required under this provision. VENDOR must include confidentiality provisions no less stringent than those herein in its agreements with subcontractors.

I. Backup Materials. VENDOR shall maintain backup servers as well as a complete and current backup copy of the System that the VENDOR uses to provide services to the COUNTY and the data processed through the System ("Backup Materials"). Backup Materials must be maintained at a separate physical location in the United States. If access or use of the service is interrupted, the appropriate backup must be activated within four (4) hours to minimize disruptions.

J. Security Breach Notification. VENDOR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance Contractor experiences or learns of that

ADOPTION AND AMENDMENT OF THE SOURCEWELL CONTRACT WITH SOURCEWELL FOR ABOVEGROUND FUEL AND FLUID STORAGE WITH RELATED HARDWARE, SOFTWARE AND SERVICES (CONTRACT #26-911-1)

either compromises or could reasonably be expected to comprise County Data through unauthorized use, disclosure, or acquisition of County Data ("Security Breach"), VENDOR shall immediately notify COUNTY of its discovery. After such notification, VENDOR shall, at its own expense, immediately:

- i. Investigate to determine the nature and extent of the Security Breach.
- ii. Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.
- iii. Report to COUNTY the nature of the Security Breach, the County Data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what VENDOR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action VENDOR has taken or will take to prevent future similar unauthorized use or disclosure.

6. **Application to Lake County.** All terms applicable to the Sourcewell Contract shall apply to COUNTY and all references to "Supplier" in the Sourcewell Contract will be construed as referring to the VENDOR under this Adoption and Amendment.

7. **Notices.** The VENDOR shall provide any notices to the COUNTY as required under this Adoption and Amendment to the following locations:

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

With a copy to:

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

8. **Insurance.** VENDOR shall, at minimum, have and maintain the types and amounts of insurance outlined in the Sourcewell Contract.

A. VENDOR shall also list the COUNTY as an additional insured:

Certificate holder shall be:

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

9. **ADA Requirements.** VENDOR shall ensure that all deliverables, including without limitation websites, web applications, mobile applications, software, electronic documents, multimedia content, digital platforms, and any related user interfaces or content made available to end users by VENDOR for use by COUNTY under this Adoption and Amendment, are Accessible and comply with all aspects of both the Americans with Disabilities Act (ADA) and WCAG (Web Content Accessibility Guidelines) 2.1 Level

AA, as amended. This includes, but is not limited to, providing alternative text for images, ensuring that all interactive elements are navigable via keyboard, and providing captions for all video content. VENDOR shall promptly remediate any nonconformance discovered or reported, at no additional cost to County. This duty to remediate at VENDOR's cost shall survive the termination of this Agreement. Failure to comply with the ADA, WCAG, and these requirements may result in the termination of this Adoption and Amendment and VENDOR being held liable for any damages or costs incurred by COUNTY as a result of non-compliance, including reasonable attorney's fees whether suit be brought or not.

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

11. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Adoption and Amendment is governed by the laws of the State of Florida. Any and all legal action arising out of this Adoption and Amendment will have its venue in Lake County and the contract 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 ADOPTION AND AMENDMENT.

12. Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where CONTRACTOR may have access to personal identifying information, CONTRACTOR certifies to the COUNTY that (1) it is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (3) it is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

13. Compliance with Human Trafficking Laws. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. CONTRACTOR agrees to comply with laws related to human trafficking and shall provide the COUNTY with a signed affidavit.

14. Scope of Contract for Adoption & Amendment. This Adoption and Amendment 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 Adoption and Amendment, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Adoption and Amendment will need to be added via written addendum, and pricing negotiated based on final specifications. This Adoption and Amendment includes the following terms and attachments, all of which are incorporated herein:

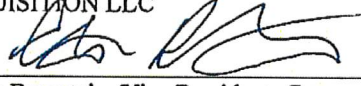
Exhibit A..... Sourcewell Contract with JF Acquisition LLC
Exhibit B..... Pricing Sheet

ADOPTION AND AMENDMENT OF THE SOURCEWELL CONTRACT WITH SOURCEWELL FOR ABOVEGROUND FUEL AND FLUID STORAGE WITH RELATED HARDWARE, SOFTWARE AND SERVICES (CONTRACT #26-911-1)

IN WITNESS WHEREOF, the Parties have signed this contract through their duly authorized representatives on the date under each signature.

VENDOR

JF ACQUISITION LLC

By: 

Steve Bernstein, Vice President, Commercial Sales

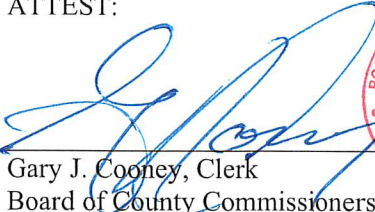
This 13th day of MARCH, 2026.

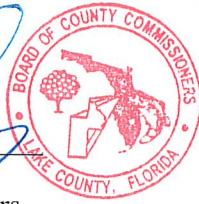
ADOPTION AND AMENDMENT OF THE SOURCEWELL CONTRACT WITH SOURCEWELL FOR ABOVEGROUND FUEL
AND FLUID STORAGE WITH RELATED HARDWARE, SOFTWARE AND SERVICES (CONTRACT #26-911-1)

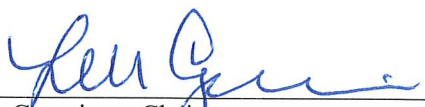
COUNTY

LAKE COUNTY, FLORIDA by and through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:


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




Leslie Campione, Chairman

This 16 day of June, 2026.

Approved as to form and legality:


Melanie Marsh
County Attorney

Exhibit A

DocuSign Envelope ID: 8D2245FA-A612-4855-A8D4-E7ABA8A0E4DA

081524-JFA



MASTER AGREEMENT #081524

CATEGORY: Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services

SUPPLIER: JF Acquisition, LLC dba JF Petroleum Group

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and JF Acquisition LLC dba JF Petroleum Group, 100 Perimeter Park Drive, Suite H, Morrisville, NC 27560 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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ADOPTION AND AMENDMENT OF THE SOURCEWELL CONTRACT WITH SOURCEWELL FOR ABOVEGROUND FUEL AND FLUID STORAGE WITH RELATED HARDWARE, SOFTWARE AND SERVICES (CONTRACT #26-911-1)

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081524-JFA

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 18, 2028, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP 081524 to Participating Entities. In Scope solutions include: Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services including, but not limited to:
 - A. Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, natural gas, and used fluids;
 - B. Mobile fuel, fluid, and gas storage solutions;
 - C. Hardware related to the aboveground storage tanks and mobile storage solutions described in subsections 1. a. and b. above, including pedestals, gauges, access or security hardware, monitoring equipment and devices, RFID solutions, dispensers, and accessories;
 - D. Fuel and fluid management software related to the aboveground storage tanks and mobile storage solutions described in subsections 1. a. - c. above. However, this solicitation should NOT be construed to include "software-only" solutions. Proposers may include related fuel and fluid management software to the extent that the solutions are complementary to the offering of the equipment and products being proposed; and,
 - E. Services related to the solutions described in subsections 1.a. – d. above, including design, site assessment, site preparation, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

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ADOPTION AND AMENDMENT OF THE SOURCEWELL CONTRACT WITH SOURCEWELL FOR ABOVEGROUND FUEL AND FLUID STORAGE WITH RELATED HARDWARE, SOFTWARE AND SERVICES (CONTRACT #26-911-1)

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- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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

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conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, materials, or articles ordinarily available on the open market, or

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contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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

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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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

xiii) **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.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

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- xvi) **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.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.
- xviii) **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.
- xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.
- xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

**Article 2:
Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

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- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.

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- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, arising out of any negligent act or omission or willful misconduct in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) 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.
 - ii) 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

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the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Each party must return all marketing and promotional materials, including signage, provided by the other party, or dispose of it according to the other party's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

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- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

**Article 3:
Supplier Obligations to Participating Entities**

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

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- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

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DocuSigned by:
By: Steve Bernstein
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Steve Bernstein
Title: Commercial Sales Vice President
Date: 11/18/2024 | 10:25 AM EST

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ADOPTION AND AMENDMENT OF THE SOURCEWELL CONTRACT WITH SOURCEWELL FOR ABOVEGROUND FUEL AND FLUID STORAGE WITH RELATED HARDWARE, SOFTWARE AND SERVICES (CONTRACT #26-911-1)

Docusign Envelope ID: 8D2245FA-A612-4855-A8D4-E7ABA8A0E4DA

RFP 081524 - Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services

Vendor Details

Company Name: JF PETROLEUM GROUP
Does your company conduct business under any other name? If yes, please state: JF ACQUISITION, LLC (dba JONES & FRANK)
Address: 6701 NORTHPARK BLVD
SUITE B
CHARLOTTE, NC 28216
Contact: Bryant Corpening
Email: bcorpening@jfpetrogroup.com
Phone: 704-777-7961
HST#: 01-0937618

Submission Details

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Email: bcorpening@jfpetrogroup.com
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Bid Number: RFP 081524

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Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	JF Acquisition, LLC dba JF Petroleum Group
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	5L285
5	Provide your NAICS code applicable to Solutions proposed.	423830
6	Proposer Physical Address:	100 Perimeter Park Drive, Suite H, Morrisville, NC 27560
7	Proposer website address (or addresses):	www.jfpetrogroup.com
8	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):	Steve Bernstein, Commercial Sales Vice President, 6701-B Northpark Blvd, Charlotte, NC 28216 sbernstein@jfpetrogroup.com 704-393-8542 x1305
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Steve Bernstein, Commercial Sales Vice President, 6701-B Northpark Blvd, Charlotte, NC 28216 sbernstein@jfpetrogroup.com 704-393-8542 x1305
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bryant Corpening, Commercial Sales Project Bid Coordinator, 6701-B Northpark Blvd, Charlotte, NC 28216 bcorpening@jfpetrogroup.com 704-393-8542 x1318

Table 2: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	JF Petroleum Group started in the year 1945 in Hampton, VA providing aboveground fuel and fluid storage tank products and services. Since 1945, the company has grown organically and through acquisitions. Today, JF Petroleum Group is the nation's largest fuel and fluids storage systems with related hardware, software, and services turnkey solutions provider to the North American fueling infrastructure industry. The company distributes, installs and services aboveground fuel and fluids storage equipment and services for retail fueling stations, commercial and government fleets, and emergency power customers. JF Petroleum operates a network of 46 branch offices and 5 distribution centers (new California 6th distribution center opens in 2 months) with over 1,700 employees across the United States. We have provided a HISTORY OF JF in the financial strength and stability folder. BUSINESS PHILOSOPHY: MISSION STATEMENT To be a trusted partner, offering the most comprehensive range of products and services at the highest quality and a great value. VISION STATEMENT To enhance convenience and the quality of life of the people in the communities we serve by providing intelligent & sustainable energy solutions enabling a more prosperous, safe and greener future. PROVIDE. BUILD. SERVE. CORE VALUES We are... A Trusted Partner - We are a Trusted Partner to our customers and suppliers. A Higher Quality - We are committed to providing the highest degree of Quality in every product, service and solutions we offer. A Team - Teamwork is essential to success. Therefore, we work together to ensure our customers have the best experience. Innovators - We are Innovators and Change Leaders who dare to be different. We challenge the old ways of doing business and offer creative solutions powered by the best enabling technologies. Positive Citizens - We care about our communities and the environment and believe it is our duty to be socially and environmentally responsible. Passionate - We love what we do and push ourselves to be our best every day. JF has a plethora of tenured experts with over 20 years of industry experience. Our unparalleled expertise and experience is used in providing customer solutions.
12	What are your company's expectations in the event of an award?	JF has a current Sourcewell contract. We had an extremely slow start, as the contract started during Covid. Our third year started with traction. Year two growth over year one (2021) was over 50%. Year three growth over year two was approximately 600%. Year four (2024) growth will probably be around 50%. We are building up a lot of positive momentum. Our expectations are to substantially increase sales in SLED government, education, and non-profit sectors. Such an award will position us to capture detailed national market segment focus, allowing us to provide quality aboveground fuel and fluid storage products, services, and turnkey solutions to existing and new Sourcewell customers. Additionally, we expect large growth of accretive revenue, thereby bringing a lot of new customers in to ultimately help strengthen Sourcewell's customer base.
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION	JF is a privately held company. We are the largest company of what we do in the industry. We included our high bonding capacities level letter; certificate of insurance with very high insurance levels (\$15M), letter on financials (well above \$500M), and a company national strength and breadth presentation (uploaded in strength folder). We are the largest company of fuel and fluid storage systems and services solutions in our industry. JF routinely performs multi-million-dollar projects. JF is the largest distributor customer for the industry's best in class manufacturers including Gilbarco, Veeder Root, Gasboy, OPW, Franklin, Bravo and others. Trade reference contacts have been provided (uploaded in strength folder). JF has a commitment to customer satisfaction, which results in a preferential business partnership with customers.
14	What is your US market share for the solutions that you are proposing?	Less than 10% (industry market size guestimate is \$15-20B) There is no empirical data available for validating the market size. This is based on conversations with industry leaders. JF has the capability to provide our services and solution in US territories that are Sourcewell members.
15	What is your Canadian market share for the solutions that you are proposing?	0% JF has the capability to provide our services and solutions in Canada. We are looking forward to growth opportunities in Canada.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None (N/A)

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17	How is your organization best described: Is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Our company focus is both unique and we offer many diverse solutions. We are both a distributor and a turnkey solutions services provider. We are the largest distributors for the best-in-class industry manufacturers. We have a robust e-commerce replacement parts platform. We perform design-build, integrated turnkey storage solutions and provide warranty and ongoing break-fix maintenance. JF Petroleum Group is rapidly growing as a much larger self-performing, national turnkey solutions provider. (a). The JF Petroleum Group line card is a testament to our distributorship authorization, as we distribute hundreds of fuel and fluid storage system products. (b). We directly service over 2/3 of the United States and use a combination of our in-house teams, our national projects group and a network of third-party industry firms in other states to provide turnkey services nationally.
18	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.	JF is licensed to do business in all 50 states and Puerto Rico. Different licenses are required - some states require a general contractors license, some require a state tank contractor's license, some require a servicing contractor's license; some a third-party certification and some don't require any licensing/certification. We have the licenses where we routinely perform work and utilize properly licensed firms if we do not currently hold the license ourselves. We belong to the Petroleum Equipment Institute and have aligned ourselves with peers across the country where we need to perform services in areas we are not currently licensed.
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None (N/A)
20	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	None (N/A)
21	Describe any relevant industry awards or recognition that your company has received in the past five years	Vendor of the Year Award – NC Petroleum & Convenience Marketers (NCPKM) – 2019 50 Year Membership Award – NC Petroleum & Convenience Marketers (NCPKM) – 2019 Multiple Years - Distributor of the Year / Circles of Excellence - Gilbarco/Veeder Root/Gasboy Dover Fueling Solutions - 2023 Sales Excellence Award Petroleum Equipment Institute: Committee Chair * Recommended Practices for the Design, Installation, Operation and Maintenance of Compressed Natural Gas Vehicle Fueling Facilities * Recommended Practices for the Installation of Aboveground Storage Systems for Motor-Vehicle Fueling 2022 Saint Jude Research Hospital - Golf Sponsor Award
22	What percentage of your sales are to the governmental sector in the past three years	< 10% JF's entire sales are massive. We sell far more outside of government entity sales.
23	What percentage of your sales are to the education sector in the past three years	< 5% JF's entire sales are massive. We sell far more outside of educational sector.
24	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Texas Buy Board - Approx. \$300,000 (JF acquired a Texas based company that has a Texas Buy Board contract) 791 Co-op - \$0 (EVSE supply contract) We are most interested in utilizing Sourcewell.
25	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?	None (N/A)

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Table 2A: References/Testimonials

Line Item 26. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Charlotte, NC	Doug Pierotti	704-432-5212
Spartanburg County, SC	Randy Spake	864-706-6605
Craven County, NC	Gene Hodges	252-636-6600
Wharton Smith, FL (Port St. Lucie Schools)	Donald Williams	561-748-5956
Santee Cooper, SC	Melanie Goings	843-761-8000

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *
27	Sales force.	JF Petroleum Group has more offices and more coverage allowing us to provide quality solutions and services to more customers. This business model has enabled us to provide expert consultative solutions to address customer needs. JF has over 60 sales personnel with over 25% specifically focused on the commercial market segment of government, education and non-profit entities. Other JF sales personnel also have municipal customers. We also have 8 CSRs/SSS, several Project Bid Coordinators who assist with sales pricing, and 11 dedicated personnel on our E-commerce Team. This sales model allows us to provide coverage anywhere and respond quickly. JF has 1700 direct employees, many of whom touch customers daily. We have over 800 field, installation and service personnel, allowing us to cover anywhere quickly. These personnel regularly interact with multiple customers daily. Sales and service personnel interact internally to assure proper solutions and services for our customers.
28	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	JF Petroleum Group sells directly to government, educational, and non-profit entities and does not use a dealer network. JF utilizes in-house personnel in providing as many solutions as possible. In certain geographical areas, JF has a network of third-party providers available to supplement and deliver our solutions.
29	Service force.	JF Petroleum Group has over 800 trained field services personnel with applicable certifications and a national projects group. This allows broad coverage anywhere, allowing us to respond quickly. In certain geographical areas, JF has a network of third-party service providers available to supplement our service team. JF has centralized dispatch for handling service calls and dispatches. Multiple levels of service management ensure customer satisfaction. JF provides KPI metrics relative to SLAs. Our vehicles are equipped with GPS and forward-facing cameras.
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are processed and handled directly with JF Petroleum Group. If a customer does not already have an account with us, a new account is established for them. An assigned salesperson in conjunction with a specialty CSR/SSS will process the order. Depending on if it is parts or equipment only order, or if it is a turnkey service solution order, a process administrator or other team member(s) will also be engaged with order fulfillment. Parts orders received by 3pm are shipped out the same day from one of our 5 (soon to be 6) distribution centers.

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31	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.	A special Sourcewell member email address is utilized. JF Petroleum Group assigns a Sourcewell Account Manager for equipment/system needs. This will include needs analysis and customer pricing. A customer account is established. Once a purchase order from a Sourcewell member is received, we will verify all information for accuracy and send an order confirmation to the member. A project manager will subsequently be assigned to the member where installation services apply. JF Petroleum Group uses Procore for turnkey installation activities and scheduling. All inquiries are generally responded to the same day, but no later than the next business day. E-commerce team is staffed to help with replacement parts questions and parts ordering. E-commerce parts orders for in-stock parts received before 3pm are shipped the same day. Live chat and phone communications are available with our E-commerce personnel to address immediate needs. KPI metrics on shipping and order fulfillment quality are tracked and reported on daily. For service needs, we have a dedicated Customer Care contact number and email portal to our Central Dispatch group for scheduling warranty, PM or break-fix service needs. Generally, we will respond on-site within four hours in an emergency (P1) and twenty-four to forty-eight hours on a routine service call (P2) on a non-emergency call, unless otherwise specified or requested. We have an escalated service response process through service managers to regional service directors to our national service director. JF provides SLA (service level agreements) to customers establishing response times and commitments. KPI metrics are reported on monthly, including response time, first time fix, correct parts, etc.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Based on our size, JF Petroleum Group is fully able and willing to provide products and services throughout the United States and its territories to all Sourcewell participating entities. JF has 1700 personnel to directly provide products and services and a supplemental network of peers where needed. We offer 24/7 service.
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	JF Petroleum Group is able and willing to provide products and services in Canada. Peer network subcontractors will be utilized to help provide these solutions to ensure compliance with CUL and AHJ requirements. Transactions will be done in US dollars. Pricing will exclude any government taxes, special inspections, etc.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None. JF will fully service all geographical areas of the US and Canada.
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None. JF Petroleum Group will be fully servicing all Sourcewell participating entity sectors.
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Special travel, tool and transportation charges would apply. These would be identified to the members as part of the pricing process on our detailed quotes.
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. JF will extend terms of any awarded master agreement to non-profit entities.

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Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	JF Petroleum Group has a current Sourcewell contract. We included an updated marketing plan as an attachment, along with samples of our marketing materials. Our strategy includes a dedicated Sourcewell account manager, introductory Sourcewell sales team meetings, email blasts, trade shows, personal sales calls, website promotions, key vendor and partner notification, among others. We will implement greater utilization of social media. We will continue to add our awarded Sourcewell contract logo to our email signature line and to all marketing materials.
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	JF regularly (ie. daily) utilizes Linked-In, X (formerly Twitter), Facebook, and Instagram. Our use of technology would include posts, E-blasts, search engine optimization and multiple social media venues, among others. We will also utilize a Sourcewell landing page on JF website. We would like to see what Sourcewell has available and has used that may also assist us in this endeavor.
40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We would request access to Sourcewell member mailing lists and contact information, tradeshow promotional materials with Sourcewell logo, introductory sales training and Sourcewell indoctrination program to utilize as relative to JF Petroleum Group company culture and our sales process. We would expect any inbound inquiries or leads to be forwarded. Initial and ongoing Sourcewell training will occur throughout contract deployment. JF will integrate a Sourcewell awarded agreement into our sales process by our sales personnel bringing up Sourcewell in all conversions with SLED and various other entities. We will also include the awarded Sourcewell contract logo in email signature lines. Pipeline calls are conducted weekly, reinforcing Sourcewell contract utilization.
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, replacement parts are available through our E-commerce website. Our website is robust and similar to leading online companies today. Our customers create a personal login and password to take advantage of our user-friendly intuitive system. A uniquely customized catalog and personalized shopping experience can be created for customer. We have a dedicated parts team for user support. The E-commerce website is available 24/7/365 and is very mobile friendly, and also includes live chat.

Table 5: Value-Added Attributes (100 Points)

Line Item	Question	Response *
42	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.	JF Petroleum Group provides as standard, the commissioning and startup/operator training. Costs are noted and included as part of our installation services. We also provide maintenance discussions and operator/maintenance documentation. JF can provide PM program and inspection/regulatory compliance services, or other customer requested services at additional cost. This additional cost is based on site-specific needs. JF provides product, equipment, maintenance and operator training at time of commissioning/start-up. Additional or return trip training can be provided at an additional charge. Contact JF for additional information.
43	Describe any technological advances that your proposed Solutions offer.	JF technological advances and solutions far surpass the competition. Remote monitoring/diagnostics, web security, carbon footprint reduction, passive fueling/RFID, and idle reducing technologies are some of the technological advances offered. Our pass tools enable real-time inspection and compliance data. JF implemented SentryTech technology allowing us to perform remote diagnostics and reduce unnecessary nuisance service calls, lowering costs and increasing up-time. Additionally, alternative fueling systems with remote diagnostics (ie. CNG, Hydrogen, EV, Propane, etc...) are available. JF vehicles utilize GPS for allowing quick response, especially in emergency situations (ie. site down, can't dispense product). JF vehicles utilize forward facing cameras to enhance safety and help reduce our insurance costs. We utilize Service Max ERP leading technology platform, enabling us to provide stellar KPI metric reporting capabilities. This allows us to conduct periodic reviews with customers on SLA performance.
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Steel from tank systems is a recyclable material. Gasoline storage systems are equipped with EPA stage one vapor recovery systems to reduce atmospheric emissions. JF's manufacturers, several of whom carry an ISO 9001 rating, also recycle excess metals, such as brass, iron, and steel in their production processes. Additionally, JF's alternative fuel systems such as Hydrogen, CNG, Propane, EVSE, etc. reduce EPA NOX. Materials such as cardboard, paper, plastic and glass are also recycled. JF provides systems for recycling used oils and waste coolants, amongst others. JF also provides customized systems utilizing solar power. JF also provides rainwater harvesting solutions. Our solutions provide for greatly increased fuel efficiency and idle time reduction in addition to reducing NOX emissions. JF provides all types of UL listed LED lighting, meeting EPA energy efficiency standards.

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45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Several of our vendors are ISO 9001 rated. Additionally, ignitable liquid products and other system products are rated as listed/approved by various organizations such as UL, cUL, FM, ETL, CSA, CE. Some of our energy efficiency products include LED lighting, utilization of incorporating solar panels, water reclamation and harvesting and gray water storage systems and premanufactured grass turf (no water needed). There are obvious industry recognized benefits for an owner utilizing alternative fuel storage systems for alternative vehicle fueling (ie. E-85, Bio Diesel, EV, Hydrogen, Propane, CNG, etc...). DEF(Diesel Exhaust Fluid/Urea) systems are provided and installed as per ISO 22241 standard.
46	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?	JF Petroleum Group has 1700 employees and is the largest solutions provider in our industry. We are uniquely poised to provide turnkey solutions to all Sourcewell members in all geographical areas. JF is licensed and conducts business in all 50 states and Puerto Rico. JF is the only national sole-source, turnkey services provider, usually self-performed. We offer a broad depth of experience and expertise with fuel and fluids storage systems. Also, we have a focused VP and Sales & Services division in the Sourcewell member marketplace. JF has industry leading products from 200+ suppliers. We also have a large Disaster Relief Team geographically deployed in events such as hurricanes and other weather-related events. Where required, JF complies with Buy America / Buy American Requirements. We are a one-stop shop, handling any customer need. We have 8 training centers nationally, 5 distribution centers (soon to be 6), and 46 offices across the United States. JF has full-service offices on the west coast, central US and east coast fully servicing the US. We are a unique turnkey Fuel and Fluid Hardware, Software and Services specialty company and we are the largest industry services provider in North America. We are a specialty Hardware, Software and Services Systems Integrator We are growing substantially throughout the United States. We have 45 offices, 5 national distribution centers (+ our new large California 6th distribution center opens in 2 months), 1700 employees (GOO technicians/200 field construction) and provide equipment distribution, 24/7 service, installation, construction, general contracting, environmental compliance, regulatory compliance and indirects, heavy maintenance and many other offerings. Our fuel/fluid solutions are turnkey with equipment and installation, including, but are not limited to tanks/pumps/tank monitoring/leak detection/fuel management/fluids management/fluid handling/air & reel equipment/compressed air/shop equipment/DEF-urea, systems engineering, and alternative fuel solutions including propane/compressed natural gas/hydrogen/solar/EV. (Note that due to the engineer needed, CNG, Hydrogen, Solar and EV are typically customized turnkey solutions based on a customer's site specific needs). Canopies, fuel islands, bulk loading systems, storage buildings, generators, lighting, fencing, storage racks, ancillary shop equipment and even fuel would be provided for a true turnkey solution. We also provide underground tank systems, oil water separators and can tie these into the same systems as Aboveground tanks. We provide equipment shops with tanks and pumps for various new and used fluids along with air systems and exhaust systems. Reels are used to dispense various products and we have software that ties fuels, fluids and alternative fuels/EV in 1 software program or separate, if the customer wants. These software programs export data into the customers' fleet maintenance packages. Fleet tracking hardware and software is also available. Many SLEDs include, but not limited to, fleets, school busses, municipal transit, public transit, sanitation, landfills, central energy plants, marinas, parks & rec, water-wastewater treatment plants; boilers/generators, data centers, emergency evacuation facilities, police/sheriff, fire, emergency rescue/EMS, correction facilities, water/sewer, hospitals, housing, etc, etc, along with tribal/non-profit entities that have needs for our solutions offerings Deployment: JFPG would also work with other Awarded Sourcewell Contract Vendors to fully integrate turnkey solutions; examples include other equipment manufacturers, fuel providers, generator providers, GPS providers, etc) to integrate with our turnkey solutions Leasing would be offered thru NCL We provide and perform design-build turnkey/regulatory compliance/systems inspections/systems related software (ie, tank monitoring; leak detection; fuels/fluids/alt fuels/EV/management systems, etc. software); spare/replacement parts.

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47	Describe the security system in place for protecting and controlling access to your solutions.	JF security systems include the following: * Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems). * Limit information system access to the types of transactions and functions that authorized users are permitted to execute. * Verify and control/limit connections to and use of external information systems. * Control information posted or processed on publicly accessible information systems. * Identify information system users, processes acting on behalf of users, or devices. * Authenticate (or verify) the identities of those users, processes, or devices as prerequisite to allowing access to organizational information systems. * Sanitize or destroy information system media containing sensitive information before disposal or release for reuse. * Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals. * Escort visitors and monitor visitor activity; maintain audit log physical access; and control and manage physical access devices.
48	Describe how you will secure any participating entities' data captured during transactions.	All data stored in 365 is protected by firewalls, encryption, multi-factor authentication, identity management, patch management, logging and antivirus. Our policies are written to specifically address our data, data of customers, and personally identifiable information (PII); including, the technical, procedural and physical controls required to protect data, and which meets regulatory requirements. All public-facing systems have multi-layered defenses; including: multi-tier firewall system, host-based intrusion detection, intrusion prevention, logging, 24x7 monitoring and alerting. All employees and/or 3rd parties who will have access to ESG systems or data have unique IDs that provide individual accountability to all systems. Systemic controls are in place requiring passwords to meet the following requirements: 1) at least 8 characters in length, 2) include alpha, numeric & special characters, 3) changed at least every 90 days, and 4) cannot be the same as any of previous 12 passwords All privileged access is granted on a least privileged basis, activities are logged and reviewed, activities can be attributed to the individual performing the action, access requirements are reviewed at least quarterly, and direct access to data is restricted. Our typical solution is SOC2 compliant for data protection on a secured cellular connection. A LAN connection uses port forwarding rules and protocols for protection measures.
49	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	JF fuel and fluid management system solutions provide efficiency via increased and enhanced throughput by process automation resulting in time and cost savings. Alerts and alarms can be remotely communicated, thus enabling quick action to reduce risk and liability issues. Siting for new installation maximizes utilization and throughput efficiencies. JF's equipment solutions allow for fueling of multiple vehicles simultaneously, reducing fueling time. JF has high volume pumping and dispensing systems available to enhance throughput. Customer's fuel and fluid delivery vehicles receive faster turn-around, shortening delivery cycles. JF can provide tanks up to 70,000 gallons, allowing customer fuel and fluid buying efficiencies. JF provides energy efficient LED lighting systems for canopies, buildings, and yards. High level shut-off and alarms are provided to prevent overfill situations. Level indication is provided to ascertain ullage. Passive fueling systems are also available to further save time and data collection, and ensure on-time equipment maintenance, thus preventing excessive costs for improperly maintained equipment. JF provides solar and turf providing energy efficiency in the siting of systems. JF oil water separators and rainwater harvesting systems will also provide fuel and fluid site system efficiencies. Utilizing JF provided equipment and systems will enhance uptime, reduce costs, save money, save time, reduce risk and liability, providing safe and efficient fuel and fluid storage and dispensing systems.
50	Describe how you work with participating entities to ensure all relevant environmental regulations and environmental best practices are followed.	JF has great relationships with local code AHJs as we routinely work with them. JF experts have consultative code expertise and engage regularly with multiple parties to ensure code and environmental regulations, and best practices are followed. Participating entities include, but are not limited to JF licensed engineers, manufacturers, PEI (Petroleum Equipment Institute) industry recommended practices, state and local regulators and regulations, fire/building codes etc..., 40 CFR 110/112 Oil Discharge Act, EPA 40 CFR 280 as applicable, manufacturers' recommended installation and maintenance instructions, as well as any other LRPPs (laws, regulations, policies and procedures).

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Vendor Name: JF PETROLEUM GROUP

ADOPTION AND AMENDMENT OF THE SOURCEWELL CONTRACT WITH SOURCEWELL FOR ABOVEGROUND FUEL AND FLUID STORAGE WITH RELATED HARDWARE, SOFTWARE AND SERVICES (CONTRACT #26-911-1)

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51	Describe your capabilities and processes for design, site assessment, site preparation, installation, and SPCC planning. (Spill, Prevention, Control, Containment)	JF is a full service, turnkey aboveground fuel and fluid storage with related hardware, software, and services company. This includes site assessments, design engineering, permitting, installation activities, related pavement and site/utility work. JF also provides engineered SPCC plans. Our installations are generally self-performed; vetted third-party vendor partners are sometimes utilized in local geographic areas and are managed by a JF tenured PM. JF has over 800 field personnel providing installations and related services and maintenance. JF provides equipment submittal packages for customer review, comment and acceptance. The process starts with a site visit, customer consultation, developing a comprehensive detailed quote, receiving an order, engaging our services teams as needed. JF conducts internal office pre-con meetings as a QC check prior to ordering equipment. JF starts all projects with safety reviews and processes including PTP, JHA, lift plans, site-specific health and safety, and quality management procedures. It is standard process for JF to obtain permits for all project work. A schedule is provided for all projects as required. An on-site preconstruction meeting is held for all stake holders. Job sites are properly secured for safety with barricade or fencing. A final cleanup of site debris generated by JF crew is performed. Site commissioning and customer training are performed. Project closeout documentation including applicable O&Ms are provided. JF is a turnkey systems integrator providing one stop shop solutions for meeting customer needs and preferences. JF performs all installations in accordance with all code requirements and regulations. JF includes key installation subcontractors where needed and where work such as electrical is not performed in-house.
52	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	None (N/A)

Table 5A: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
53	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☒ Yes ☐ No	JF is a large business. JF endeavors to use local MBE, WBE, DOBE, VBE, SDVOB, SBE, SDB, WOSB, as part of it's installation services. JF will comply with any municipality/Sourcwell member requirements. JF has upstream, downstream partners and local suppliers and subcontractors that can be utilized.
54		Minority Business Enterprise (MBE)	☒ Yes ☐ No	JF is a large business. JF endeavors to use local MBE as part of it's installation services. JF will comply with any municipality/Sourcwell member requirements.
55		Women Business Enterprise (WBE)	☒ Yes ☐ No	JF is a large business. JF endeavors to use local WBE as part of it's installation services. JF will comply with any municipality/Sourcwell member requirements.
56		Disabled-Owned Business Enterprise (DOBE)	☒ Yes ☐ No	JF is a large business. JF endeavors to use local DOBE as part of it's installation services. JF will comply with any municipality/Sourcwell member requirements.
57		Veteran-Owned Business Enterprise (VBE)	☒ Yes ☐ No	JF is a large business. JF endeavors to use local VBE as part of it's installation services. JF will comply with any municipality/Sourcwell member requirements.
58		Service-Disabled Veteran-Owned Business (SDVOB)	☒ Yes ☐ No	JF is a large business. JF endeavors to use local SDVOB as part of it's installation services. JF will comply with any municipality/Sourcwell member requirements.
59		Small Business Enterprise (SBE)	☒ Yes ☐ No	JF is a large business. JF endeavors to use local SBE as part of it's installation services. JF will comply with any municipality/Sourcwell member requirements.
60		Small Disadvantaged Business (SDB)	☒ Yes ☐ No	JF is a large business. JF endeavors to use local SDB as part of it's installation services. JF will comply with any municipality/Sourcwell member requirements.
61		Women-Owned Small Business (WOSB)	☒ Yes ☐ No	JF is a large business. JF endeavors to use local WOSB as part of it's installation services. JF will comply with any municipality/Sourcwell member requirements.

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Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
62	Describe your payment terms and accepted payment methods.	Equipment - NET 30 Days; Installation/services invoices/progress payment invoices - NET 30 Days. We accept purchase orders (PO). Complete credit and any tax-exempt information is required with each initial PO. We prefer payment via ACH. We will accept credit cards for purchases under \$5,000. Any credit card payments over \$5,000 will incur a 3% fee. JF has bill and hold requirements. For example, a tank(s) is built for a customer and the project is delayed or the site is not ready or equipment is staged in a warehouse. JF needs to invoice the customer for the tank(s) and/or staged equipment and it will be stored at an off-site facility or a JF warehouse. Pictures and a COI will be provided. Extended delays may result in storage fees.
63	Describe any leasing or financing options available for use by educational or governmental entities.	JF plans to utilize NCL Government Capital (who has a Sourcewell Awarded Contract) for any Sourcewell customer financing needs.
64	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	JF utilizes a standard proposal form which includes terms and conditions. In the event of a municipality or Sourcewell customer requirement, we will use the Sourcewell standard terms and conditions. JF utilizes customized SLAs to accommodate customer specific requirements. Documents uploaded to additional documents folder.
65	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?	Yes, the P-card procurement and payment process is accepted. There is a 3% fee assessed with purchases over \$5,000.
66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (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. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	JF Petroleum Group price offering is as follows: For all published current manufacturer's (reference our line card) list pricing (US dollars) – discount is list price less 10% All other systems equipment solutions will be at cost + 18% Freight: FOB Factory Note: Spare/replacement parts orders over \$700 shipped via standard ground UPS receive free freight (JFPG Ecommerce program) JF hourly service labor rate is \$100 per hour + trip charge. See pricing submission for related charges. All services requiring a Project Manager will be at \$175.00/hour + travel expenses Preferred customer pricing applies for all services self-performed (priced by need/requirement) by JFPG All other subcontractor system installations / services will be invoiced at subcontractor's cost + 18%. Note: JF Petroleum Group is a systems integrator. Due to voluminous options available to fuel and fluids storage systems, the fact that we represent well over 200 suppliers and due to file sizes, we are unable to upload all catalogues and price lists. Non-customized and customized fuel and fluid storage solutions are available. Most require site specific configurations and integration into owner specific business systems. Subsequently, a system solution would be priced to a specific application.
67	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.	A 10% discount applies to MSRP and all equipment systems published list price sheets. A 5% discount applies to MSRP for EVSE. All other would be at cost plus 18%.
68	Describe any quantity or volume discounts or rebate programs that you offer.	Since government, non-profits and educational agencies will have many locations for fleet fueling, we offer volume discounts for any of our turnkey storage systems. Additional discount of 0 to 5% will apply depending on volume selected.
69	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	JF will gladly provide any sourced products or related services (ie. open market or non-contracted items) at cost +18%. We will provide a detailed quote in advance.

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70	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 pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight, shipping charges, off-loading, taxes, services, project management, training, start-up, inspection, permits, etc.
71	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight terms are FOB factory and will be billed at the actual cost plus 10%. This charge will be quoted in advance so it can be included on the member's PO, and then added to the final invoice for payment.
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and delivery to Alaska, Canada, Hawaii and any offshore delivery are at cost plus 10%. The cheapest mode of transportation will be used unless the customer requests otherwise (rail is excluded). Returns will be at the sole discretion of JF Petroleum Group. Every effort will be made to accommodate any shipping preference that a purchasing Sourcewell member in Alaska, Canada, Hawaii and/or any offshore entity.
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	JF Petroleum Group has 5 (soon to be 6) warehouses across the US. As part of our distribution network, our largest warehouse is an 80,000 square foot Distribution Center in Dayton, OH, enabling us to ship most of our accessory products to arrive anywhere in the continental US. We utilize UPS or motor freight for shipping. Direct shipments from our vendors may utilize other delivery methods. Our warehouse sizes range from 30,000-80,000 square feet. Orders received by 3pm for in-stock items are shipped out same day.
74	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	JF will utilize an SSS Manager to provide quarterly reports for VP sign-off and for order processing. JF utilizes Microsoft Dynamics BC14 ERP price quoting tool, which automates our quotes for Sourcewell pricing compliance. JF provides customers with itemized pricing with supportive list and/or cost price sheets for proper pricing compliance. Every Sourcewell member order will be entered into our customer invoicing and database system with a cross reference code to track the total Sourcewell revenue generated. Once per quarter report a report will be run and a check for 2% of the net sales amount will be mailed to Sourcewell within 45 days of the close of each reporting quarter. JF Petroleum Group acknowledges and agrees to the audit provisions as described. By designating a specific Sourcewell account manager to manage and handle Sourcewell sales accounting and monthly internal reporting to be reviewed monthly with the VP-Commercial Sales.
75	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Internal metrics will include weekly calls with sales staff, monthly reviews with sales staff (awarded purchase orders and new opportunities), quarterly reports to Sourcewell, annual reviews with JF's Sourcewell account administrator. Sourcewell sales goals will be established for sales employees.
76	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	We are proposing a two percent (2%) fee.

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Sourcewell customer pricing will typically be less.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

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Line Item	Question	Response *
78	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	JF Petroleum Group offers Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services as a turnkey solutions provider. We are a systems integrator and also provide widely diverse customizable solutions. We provide a tremendous variety of aboveground fuel and fluid storage with related hardware, software, and services solutions. This includes but not limited to storage tanks (all kinds) and systems, tank accessories, pumps/dispensers, tank monitoring/gauging, fuel management systems, fluid management systems, piping, tank decal packages, and all related accessories. Includes CNG, hydrogen, EVSE, propane, fuel, alt-fuel, bulk fuel, mobile fuel, temp fuel, fluids pumps, reels, air systems, exhaust systems, shop equipment, lifts, canopies, lighting, oil water separators, and other related services and solutions. Services include design engineering, permit acquisition, site construction, system installation, related mechanical electrical and plumbing installation, paving, utilities, electrical installation, regulatory and compliance services, and all other related aspects for turnkey solutions. Additionally, warranty, brake-fix and PM services are provided. We are a unique turnkey Fuel and Fluid Hardware, Software and Services specialty company and we are the largest industry services provider in North America. We are a specialty Hardware, Software and Services Systems Integrator We are growing substantially throughout the United States. We have 45 offices, 5 national distribution centers (+ our new large California 6th distribution center opens in 2 months), 1700 employees (GOO technicians/200 field construction) and provide equipment distribution, 24/7 service, installation, construction, general contracting, environmental compliance, regulatory compliance and indirections, heavy maintenance and many other offerings. Our fuel/fluid solutions are turnkey with equipment and installation, including, but are not limited to tanks/pumps/tank monitoring/leak detection/fuel management/fluids management/fluid handling/air & reel equipment/compressed air/shop equipment/DEF-urea, systems engineering, and alternative fuel solutions including propane/compressed natural gas/hydrogen/solar/EV. (Note that due to the engineer needed, CNG, Hydrogen, Solar and EV are typically customized turnkey solutions based on a customer's site specific needs). Canopies, fuel islands, bulk loading systems, storage buildings, generators, lighting, fencing, storage racks, ancillary shop equipment and even fuel would be provided for a true turnkey solution. We also provide underground tank systems, oil water separators and can tie these into the same systems as Aboveground tanks. We provide equipment shops with tanks and pumps for various new and used fluids along with air systems and exhaust systems. Reels are used to dispense various products and we have software that ties fuels/fluids and alternative fuels/EV in 1 software program or separate, if the customer wants. These software programs export data into the customers' fleet maintenance packages. Fleet tracking hardware and software is also available. Many SLEDs include, but not limited to, fleets, school busses, municipal transit, public transit, sanitation, landfills, central energy plants, marinas, parks & rec, water-wastewater treatment plants; boilers/generators, data centers, emergency evacuation facilities, police/sheriff, fire, emergency rescue/EMS, correction facilities, water/sewer, hospitals, housing, etc, etc, along with tribal/non-profit entities that have needs for our solutions offerings Deployment: JFPG would also work with other Awarded Sourcewell Contract Vendors to fully integrate turnkey solutions; examples include other equipment manufacturers, fuel providers, generator providers, GPS providers, etc) to integrate with our turnkey solutions Leasing would be offered thru NCL We provide and perform design-build turnkey/regulatory compliance/systems inspections/systems related software (ie, tank monitoring; leak detection; fuels/fluids/alt fuels/EV/management systems, etc. software); spare/replacement parts. JF offers extended warranties on equipment, system, and installations. We also offer inspection and preventive maintenance programs and service contracts. JF offers project management services. We provide canopies, lighting, site lighting evaluations, oils and fluids distribution systems, emergency power/marina/aviation and temporary fuel systems. JF provides system closeout documentation including O&M manuals. We provide training both on-site and at our training centers. We provide various

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		equipment and systems for garages and shops. JF provides consultation services. JF also includes related site services including but not limited to geo-tech, horizontal boring, concrete duct banks, electrical switch gear, paving, concrete, asphalt, painting, remodels, upgrades, retrofits, de-watering, and shoring. JF has over 200 suppliers' product that we sell. In summation, we are uniquely poised to be the best business partner and customer solutions provider for aboveground fuel and fluid storage with related hardware, software, and services. JF is willing to sell and provide ancillary items to enhance our value proposition to satisfy customer needs.
79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Tank monitoring, fuel management, dispensers, pump sets, pump skids, submersible pumps, EV, EVSE, CNG, hydrogen, switch gear, fuel islands, pumps, dispensers, air, lube, DEF, tanks, leak detection, lighting, fuel oil facilities, emergency generators, transfer switches, canopies, power management, surge protection, accessories, valves, fittings, filters, hanging hardware, filtration, lube/fluid accessories, shop equipment, kiosks, fluid management, fluids/marina/urea/marina/ water reclamation/oil water separator systems, tank filling options, used oil and coolant, many others.

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
80	Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, natural gas, and used fluids	☒ Yes ☐ No	JF also provides many aboveground tanks for many other solutions. JF also provides underground fuel and fluid system solutions. JF also provides tank signage and decaling as required by codes. We also provide related fencing and emergency systems where required by codes.
81	Mobile fuel, fluid, and gas storage solutions	☒ Yes ☐ No	JF provides mobile fuel, fluid and gas storage solutions.
82	Hardware related to the aboveground storage tanks and mobile storage solutions described in 80 and 81 above, including pedestals, gauges, access or security hardware, monitoring equipment and devices, RFID solutions, dispensers, and accessories	☒ Yes ☐ No	JF provides these and many other diverse hardware solutions. We also provide leak detection monitoring equipment and fire suppression systems and fire extinguishers.
83	Fuel and fluid management software related to the aboveground storage tanks and mobile storage solutions described in 80-82 above. However, this solicitation should NOT be construed to include "software-only" solutions. Proposers may include related fuel and fluid management software to the extent that the solutions are complementary to the offering of the equipment and products being proposed	☒ Yes ☐ No	JF provides many types of fuel and fluid management software solutions and also those that are complimentary to the offering of equipment and products being proposed.
84	Services related to the solutions described in 80-83 above, including design, site assessment, site preparation, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.	☒ Yes ☐ No	JF is a full-service turnkey solutions provider. JF provides all these services and more. JF also provides system engineering and engineer sealed fuel system drawings. We also provide maintenance, repair, inspections, regulatory compliance, and other related services complimentary to the offering of equipment and products being proposed.

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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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](#) - 1 Combined JF Pricing.pdf - Wednesday August 14, 2024 18:23:53
- [Financial Strength and Stability](#) - Combined Financials.pdf - Thursday August 15, 2024 12:38:02
- [Marketing Plan/Samples](#) - MARKETING PLAN.docx - Thursday August 15, 2024 08:16:24
- [WMBE/MBE/SBE or Related Certificates](#) - DBE Letter.pdf - Wednesday August 14, 2024 18:12:59
- [Standard Transaction Document Samples](#) - JF QUOTE SAMPLE.pdf - Thursday August 15, 2024 12:42:58
- [Requested Exceptions](#) - RFP_081524_Master Agreement_Fuel_Fluid_Storage - JFPG Requested Edits.docx - Wednesday August 14, 2024 18:12:10
- [Upload Additional Document](#) - Combined Additional Docs.pdf - Wednesday August 14, 2024 18:36:43

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Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Bryant Corpening, Project Bid Coordinator, JF Petroleum Group

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Exhibit B



JF Petroleum #081524-JFA

Pricing for contract #081524-JFA offers Sourcewell participating agencies the following discounts:

- A 10% discount off MSRP and all equipment systems' published list prices.
- A 5% discount off MSRP for EVSE.
- Cost plus 18% for all others.