

**Solicitation Number: 092920****CONTRACT**

This Contract is between Sourcewell, 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 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

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

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

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

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

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

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

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

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

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

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

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

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

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

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

## **7. CUSTOMER SERVICE**

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

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

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

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

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

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

The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

#### **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to

have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

## 13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

## 15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and



promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

*4. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

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

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 17. FORCE MAJEURE

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

## 18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## 20. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:  
\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

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

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

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

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

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

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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



also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

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

**24. CANCELLATION**

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

Sourcewell

JF Acquisition, LLC, dba JF Petroleum Group

DocuSigned by:  
*Jeremy Schwartz*  
By: \_\_\_\_\_  
C0FD2A139D06489...  
Jeremy Schwartz

DocuSigned by:  
*Steve Bernstein*  
By: \_\_\_\_\_  
187400F73F1446A...  
Steve Bernstein

Title: Director of Operations & Procurement/CPO

Title: Vice President-Commercial Sales

Date: 12/2/2020 | 3:39 PM CST

Date: 1/5/2021 | 12:58 PM EST

Approved:

DocuSigned by:  
*Chad Coauette*  
By: \_\_\_\_\_  
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Chad Coauette

Title: Executive Director/CEO

Date: 1/5/2021 | 12:05 PM CST

# RFP 092920 - Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services

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## Vendor Details

Company Name: JF Acquisition, LLC  
Does your company conduct business under any other name? If yes, please state: JF Petroleum Group  
Address: 100 Perimeter Park Drive  
Suite H  
Raleigh, NC 27560  
Contact: Steve Bernstein  
Email: sbernstein@jfpetrogroup.com  
Phone: 704-939-8542 1305  
Fax: 919-838-7555  
HST#: 01-0937618

## Submission Details

Created On: Tuesday September 01, 2020 06:26:09  
Submitted On: Tuesday September 29, 2020 13:28:32  
Submitted By: Steve Bernstein  
Email: sbernstein@jfpetrogroup.com  
Transaction #: a26d44d2-9609-463b-be89-95c44ef04000  
Submitter's IP Address: 24.199.130.154

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	JF Acquisition, LLC dba JF Petroleum Group
2	Proposer Address:	100 Perimeter Park Drive, Suite H Morrisville, NC 27560
3	Proposer website address:	www.jfpetrogroup.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Steve Bernstein, Vice President - Commercial Sales 6701B Northpark Blvd Charlotte, NC 28216 sbernstein@jfpetrogroup.com 704-393-8542 x1305
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Steve Bernstein, Vice President - Commercial Sales 6701B Northpark Blvd Charlotte, NC 28216 sbernstein@jfpetrogroup.com 704-393-8542 x1305
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bryant Corpening, Project Bid Coordinator 6701B Northpark Blvd Charlotte, NC 28216 bcorpening@jfpetrogroup.com 704-393-8542 x 1316

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

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The company started in 1945 in Hampton, VA, providing aboveground fuel and fluid storage tank products and services. Since 1945, JF Petroleum Group has grown organically and through acquisitions. Today, the JF Petroleum Group is the leading fuel and fluids storage system turnkey solutions provider to the North American fueling infrastructure industry. The company distributes, installs and services aboveground fuel and fluids storage equipment for retail fueling stations, commercial and government fleets and emergency power customers. JF Petroleum operates a network of 33 branch offices and 4 distribution centers with over 1,000 employees across the United States.</p> <p><b>BUSINESS PHILOSOPHY:</b>  <b>MISSION STATEMENT</b>  To be a trusted partner, offering the most comprehensive range of products and services at the highest quality and a great value.</p> <p><b>VISION STATEMENT</b>  To enhance convenience and the quality of life of the people in the communities we serve by providing intelligent &amp; sustainable energy solutions enabling a more prosperous, safe and greener future.  <b>PROVIDE. BUILD. SERVE.</b></p> <p><b>CORE VALUES</b>  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 solution 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.</p>	*
8	What are your company's expectations in the event of an award?	Our expectations are to increase sales in the 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 tank products, services and turnkey solutions to existing and new Sourcewell customers. Additionally, we expect growth of accretive revenue, thereby bringing new customers in to ultimately help strengthen Sourcewell's customer base.	*
9	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.	We included our high bonding capacities level letter; certificate of insurance with high insurance levels, vendor references, letter on financials, and a company strength and breadth presentation. We are the largest company of fuel and fluid tank systems solutions in our industry.	*
10	What is your US market share for the solutions that you are proposing?	Estimated at 20%	*
11	What is your Canadian market share for the solutions that you are proposing?	0	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	<p>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.</p> <p>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?</p> <p>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?</p>	<p>Our company focus is both unique and we offer many solutions. We are a distributor and a 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, 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 1/2 of the United States and use a combination of our national projects group and a network of third party industry firms in other states to provide turnkey services.</p>	*

14	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.	Different licenses are required - some states require a general contractors license, some require a state tank contractors license, some require a servicing contractor's license; some a 3rd 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.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

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

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Safety Award - 10,000 safe work man hours on a turkey fuel and fluid storage systems WMATA project: Vendor of the Year Award – NC Petroleum & Convenience Marketers (NCPDM) – 2019 50 Year Membership Award – NC Petroleum & Convenience Marketers (NCPDM) – 2019 Grant Thornton – NC 100 – North Carolina's top 100 private companies – 2016 Grant Thornton – NC 100 – North Carolina's top 100 private companies – 2015 Petroleum Equipment Institute: * 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	*
17	What percentage of your sales are to the governmental sector in the past three years	< 10%	*
18	What percentage of your sales are to the education sector in the past three years	< 10%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	0	*
20	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?	0	*

**Table 4: References/Testimonials**

Line Item 21. 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	*
City of Columbia, SC	Billy Bowers	803-545-3811	*
NC Department of Transportation	Doug Leonard	919-835-8057	*

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

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Hillsboro County	Government	Florida - FL	Fuel Storage Systems Fuel Systems Maintenance	Varies	>\$200,000.00 (we're in 1st year of multi-year contract)	*
NCDOT	Government	North Carolina - NC	Fuel Storage Systems	Varies	>\$1,000,000.00	*
City of Charlotte	Government	North Carolina - NC	Fuel Systems Maintenance	~ \$4,000	>\$100,000.00	*
Myrtle Beach Airport	Government	South Carolina - SC	Fuel Storage Systems	>\$300,000	>\$900,000.00	*
US Government	Government	Virginia - VA	Fuel Storage Dispensing Systems	Varies	>\$2,000,000.00	*

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

Describe your company's capability to meet the needs of Sourcwell 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 *
23	Sales force.	JF Petroleum Group has over 50 sales personnel with over 25% specifically focused on the commercial market segment of government, education and non-profit entities. We also have 6 CSRs, several Project Bid Coordinators who assist with sales pricing, and a dedicated E-commerce Team.
24	Dealer network or other distribution methods.	JF Petroleum Group sells directly to government, education, and non-profit entities and does not use a dealer network.
25	Service force.	JF Petroleum Group has over 450 field services personnel and a national projects group.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>A special Sourcwell member email address will be established. JF Petroleum Group will assign a Sourcwell Account Manager for equipment/system needs. This will include needs analysis and customer pricing. Once a purchase order from a Sourcwell 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 Microsoft Project for 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.</p> <p>For service needs, we have a dedicated Customer Care number and email portal to our Customer Care group for scheduling warranty, PM or break-fix service needs. Generally we will respond within four hours in an emergency and eight hours on a routine service call (if received early in the morning) or within twenty-four hours, unless otherwise specified or requested. We have an escalated service response process through service managers to regional service directors to our national service director.</p>
27	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Based on our size, JF Petroleum Group is able and willing to provide products and services throughout the United States.
28	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	JF Petroleum Group is able and willing to provide products and services in Canada. Third party firms and contractors will be utilized to 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.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	JF Petroleum Group will be fully servicing all Sourcwell participating entity sectors.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Special travel and transportation charges would apply. These would be identified to the members as part of the pricing process.

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	JF Petroleum Group included a marketing plan as an attachment, along with samples of marketing materials. Our strategy includes introductory Sourcewell sales team meetings, email blasts, trade shows, personal sales calls, website promotions, key vendor and partner notification, among others.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our use of technology would include E-blasts, search engine optimization and multiple social media venues, among others. We would like to see what Sourcewell has available and has used that may also assist us in this endeavor.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	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.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, replacement parts are available through our E-commerce system. Our system is robust and similar to the leading online companies today. Our customers use a personal login, create a password for a user friendly intuitive system with user support readily available. A uniquely customized shopping cart can be created for customer use.



**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	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 standard commissioning and startup/operator training is included as part of our installation services.
37	Describe any technological advances that your proposed products or services offer.	Remote monitoring, carbon footprint production, passive fueling, and idle reducing technologies are some of the technological advances offered.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Steel from tank systems is a recyclable material. Gasoline storage systems are equipped with stage one vapor recovery systems to reduce atmospheric emissions.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	There are obvious industry recognized benefits for an owner utilizing storage systems for alternative vehicle fueling (ie. E-85 Bio Diesel, EV, etc).
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	JF Petroleum Group and our primary vendors are large businesses (some are publicly traded) and do not carry these certifications. JF Petroleum Group endeavors to utilize qualified firms where possible as part of installation services.
41	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 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 market place.

**Table 9: Warranty**

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Yes, except labor where noted (ie, parts sales) New storage systems include 1-year parts and labor warranty. Some individual components may also carry a one year labor warranty. (Purchasing a replacement nozzle does not carry a labor warranty; Purchasing a dispenser includes a labor warranty.) This information will be communicated to the client based on the type of system or equipment they buy.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, typical exclusions include misuse, abuse, Acts of God, customer damage, wear and tear items, consummables, etc.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, except where noted (ie, parts sales) Systems installed by us include 1-year parts and labor warranty

45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No Service is provided by contacting our Dispatch Center via email or calling in	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes  Depending on the products/services purchased, some warranties are passed on  We offer a one (1) year warranty on the fuel and fluid storage systems we install  On non-system products that we provide, we guarantee to the furthest extent the manufacturer's warranty. For an example, a nozzle only has a one-year parts warranty.  Another example of a passed on warranty is a UL-2085 tank, which carries a 30-year limited warranty, which would be passed on (allowing a longer warranty).	*
47	What are your proposed exchange and return programs and policies?	Effective August 1, 2017  CORE RETURN POLICY At JF Petroleum Group, we are committed to sustainable and environmentally friendly business practices. Our new core policy is focused on ensuring that reusable cores are returned to our supply base for remanufacturing, so that they do not end up in our landfills.  What is a Core and what are core charges?  Certain types of products we sell at JF Petroleum Group contain cores, which can be recycled or remanufactured for future sale. The original manufacturers of products that contain cores, apply a "core charge" to these products, that represents a type of deposit on the portion of the product that can be recycled or remanufactured. More simply put, a core is the old part or item in need of replacement. Core charges are designed to encourage the return of old/used parts or items back to JF Petroleum Group, and then we in turn, will return those old/used parts or items back to the original manufacturer for recycling or remanufacturing.  Examples of products we sell at JF Petroleum Group that contain cores are: point of sale systems, any type of electronic equipment containing printed circuit boards, motors, pumps, meters, nozzles etc.  Core Charges  When we sell an item that contains a core, the sales price represents the price of the item itself, and the additional core charge is a deposit paid by our customer to encourage the return of the old item for remanufacturing purposes. The core charge is refunded back to the customer when the customer returns the core to JF Petroleum Group. Providing that the old core is in acceptable condition upon return, JF Petroleum Group will refund the core charge. Beginning August 1st, 2017, JF Petroleum Group will invoice the item/part and core charge separately for all purchases of items containing cores.  Core Return Policy  When you purchase an item with a core with a corresponding core charge from JF Petroleum Group, you have 30 days from the date of shipment to return the old core back to JF Petroleum Group. JF Petroleum Group will provide a return authorization and a return shipping label with every product sold that requires a core return. Simply place the old item/core in the original item box along with the return authorization document, place the shipping label on the box, and give the box to the carrier specified on the shipping label (normally UPS). If you misplace the return authorization or did not receive one, simply request a new one utilizing our Return Goods Authorization request form located in our return policy section of our terms & conditions.  It is our goal to return the core deposit of every customer. However, refunds are not given when a core is damaged beyond repair, incomplete, broken,	

stripped of components, does not match the new item purchased, or cores returned without the original packaging of the newly purchased item.

Please allow two weeks to receive your core refund from the date we receive the core.

JF Petroleum Group 30-day core return policy is independent of your invoice payment terms. Invoices containing core charges must be paid within terms to keep your account current. If a core is returned prior to the invoice payment terms elapsing, JF Petroleum Group will issue the corresponding credit to the invoice, and your balance due will be adjusted accordingly.

Effective March 1, 2017

#### FREIGHT AND SHIPPING POLICY

The term F.O.B. (Free on Board) will mean the following for all orders shipped from any supplier location, JF Petroleum Group location or ANS distribution center:

F.O.B. Shipping Point - Without regard to who pays any freight charges, the risk of loss lies with the customer. JF Petroleum Group will always ship F.O.B. shipping point unless stipulated otherwise in a written sales agreement. F.O.B. shipping point transfers the title of the shipment of goods when the goods are delivered to a carrier at the shipping point, at which point, the legal title of those goods is transferred to the buyer. Therefore, the seller is not responsible for the goods during delivery.

F.O.B. Destination - Without regard to who pays any freight charges, JF Petroleum Group assumes risk of loss until goods are delivered to the designated destination. Ownership transfers to the buyer when the goods are delivered to the buyer's designated delivery point. JF Petroleum Group will ship F.O.B. Destination in very limited circumstances and only when agreed to contractually.

Note that payment of freight charges has been separated from the risk of loss. This is incumbent upon the purchasing party to make certain all shipments leaving the factory or the distribution center as "F.O.B. Shipping Point" are adequately insured, and that proper inspections, etc. are effected upon delivery of goods.

Payment of freight charges will fall into one of the following classifications depending upon circumstances regardless of the F.O.B. option specified:

Pre-paid (PPD) – JF Petroleum Group pays all freight charges for orders classified as PPD. In order to qualify for PPD freight, an order must exceed a \$300 minimum and be eligible for shipping by parcel carrier at a standard ground service level. All PPD shipments will ship via a JF Petroleum Group contracted carrier. Exclusions to this policy are shipments outside the lower contiguous 48 United States, shipping costs on any items considered by UPS to be oversized or overweight, and any situation where the customer requests expedited shipment.

Pre-paid and Added to Invoice (PPA) – JF Petroleum Group pays the freight charges directly to the carrier. However, the charges will be included on the customer's invoice for the items shipped and the customer will then reimburse JF Petroleum Group. Unless otherwise agreed, PPA shipments will be tendered to a JF Petroleum Group contracted carrier. All orders requiring LTL or truck load service, will ship PPA. All expedited orders (next day delivery) will ship PPA.

Collect (COL) – JF Petroleum Group will not pay any freight charges for the shipment. The receiving party will pay the charges when the goods are delivered.

Other charges for product delivery - In cases where there are additional charges for product delivery, such as crating fees, hazmat fees, COD fees, special handling charges or any other assessorial charges, JF Petroleum Group will invoice the customer for all such charges based on JF Petroleum Group's best estimate of such charges at the time of shipment. Such charges will be billed regardless of the method of shipment (i.e. parcel versus freight) unless JF Petroleum Group has specifically agreed otherwise with the customer.

When customer necessity requires JF Petroleum Group to process and ship product outside of normal business hours (late night emergencies and weekends), JF Petroleum Group will charge a \$100.00 service fee for non-standard labor.

Shipment Routing - All shipments will be routed via contract carriers unless otherwise agreed to in writing. Special routing requests must be specified at time of order submission. Best service and rates will be obtained if carrier selection is made by JF Petroleum Group. All quoted transit times are approximations and are subject to delays outside of our control.

Insurance - Common carriers are obligated to assume responsibility for goods they carry. The dollar limit and reimbursement rate varies by the carrier.

F.O.B. Shipping Point (Common Carrier) - The common carrier assumes responsibility for the goods transported and customers must recover damages from the carrier.

Lost Shipments - JF Petroleum Group's responsibility on all surface and air freight shipments extends to actual shipping of the order. Tracing or follow up is the responsibility of the customer and the carrier. Nevertheless, you may always expect our full cooperation in helping to locate lost material. After allowing a reasonable amount of time for delivery, contact your JF Petroleum Group sales representative for tracing assistance.

Truck Shipment - JF Petroleum Group will provide you with the pro number and details for the customer to track shipments via the carrier's website.

Parcel, Air Freight and Air Express - JF Petroleum Group will provide the waybill number and details for the customer to track shipments via the carrier's website.

#### General Returns and Claims Information

KEEP ALL PRODUCTS IN THE ORIGINAL BOXES AND PACKAGING. JF Petroleum Group will only accept a return if: the Return Goods Request Form is in compliance with this policy or an exception is approved; a Return Goods Authorization number (RGA) has been issued; a copy of the RGA is included with the return; the product is returned in the original manufacturer's packaging and is in new and resalable condition. 15% restocking fees will apply on all straight returns (incorrectly ordered, ordered more than needed etc.). Some items noted as "special order or non-returnable may be accepted on a case-by-case basis, and will be subject to a higher restocking fee.

Shipping Errors and Shortages - It is very rare that you will receive an incorrect product or a short shipment; we double-check all orders before we ship them. However, if we made a mistake/error in shipping, contact us within 5 business days of receiving your order. We will then issue an RGA and return instructions for items shipped in error. For shortages, we will either ship the missing items to you at no charge or issue you a credit. No restocking fees will be assessed if JF Petroleum Group made an error processing your order.

Damaged Goods - For parcel shipments (i.e. UPS, FedEx, etc.), you must notify JF Petroleum Group and the carrier within 2 business days of delivery. Visible damage must be annotated on the delivery receipt and a claim filed with JF Petroleum Group, and we will in turn file a claim with the carrier on your behalf. Concealed damages must be claimed within 5 business days of receipt.

If your shipment is being transported via freight truck, we want you to be aware of your rights and responsibilities as the end recipient (from here forward known as the "consignee"). There are a lot of things that can happen between the origin and your delivery location; therefore, we are asking you to do a very small amount of work to protect yourself, and us.

To ensure that you are receiving what you ordered, and in acceptable condition, the National Claims Council Regulations specify that you must inspect, examine, and inventory your shipment as it is unloaded.

Upon delivery, inspect the shipment for obvious damage. All shortages and damages must be noted on the Bill of Lading or Freight Bill. If you determine that any items are damaged or missing, you MUST note the item,

the discrepancy, and the condition before you sign the delivery receipt. Contact the freight company to report the discrepancy and file your claim with JF Petroleum Group.

Open all cartons and containers. If there is the slightest doubt that the merchandise is damaged (concealed or otherwise) it must be noted on the Bill of Lading or Freight Bill, or the liability to prove that the delivering carrier caused the damage becomes your responsibility.

The carrier's driver cannot leave the delivery point until the Bill of Lading or Freight Bill is signed. The carrier's driver should help you receive your shipment and answer your questions. While your driver is there, compare the pieces of freight you are receiving to the carrier's freight bill. Once you've determined that the condition and quantity of your freight is acceptable, you can then sign the delivery receipt. The driver will provide you with a copy of the delivery receipt. The Bill of Lading or Freight Bill is the only binding documentation indicating the condition of a shipment when it arrived at your location, and without this document, the carrier cannot be held liable for items damaged or missing.

Your signature on the delivering carrier's Bill of Lading (BOL) constitutes acceptance of the merchandise as is and in good order. If you do not inspect the delivered merchandise before signing the BOL, you are, for all practical purposes, waiving the right to collect on a damage claim even if the damage is discovered later (known as concealed damage).

Concealed Damage - Although we strongly recommend inspecting the shipment prior to signing the delivery receipt, it may not always be possible. If the consignee or their representative sign for the shipment, and then at a later time discover that there is some damage not noticed at delivery (called "concealed damage"), then a claim will need to be filed by the consignee for concealed damage. Concealed damages must be claimed within 5 business days of receipt.

In the event of concealed damage, it is vital that you immediately document and photograph (if possible) the packaging and the damage. You must keep all of the packaging. If possible, do not move the item. JF Petroleum Group will call the carrier and report the damage. The carrier will begin a concealed damage claim and schedule an inspection. The inspector will determine if the damage was carrier caused and the extent of the carrier's liability. JF Petroleum Group will settle approved claims directly with the customer.

#### Best Practices:

1. Whenever signing for freight, always write "SUBJECT TO INSPECTION".
2. Always inspect the freight before you sign the delivery receipt.
3. Note on the freight bill any obvious damage at the time of delivery (i.e. box corners crushed, tears, rips, slices, marks etc.); be specific.
4. If you suspect internal damage, open all crates, boxes and cartons immediately.
5. Even if no damage is suspected, open the carton(s) within 24 hours and make a thorough inspection.
6. After noting freight damage on the bill of lading, you must call the carrier, and notify us of the damage. We will ask you to send us a copy of the bill of lading that documents the freight damage.
7. Hold all damaged goods and their packaging materials, in the original location, for inspection by the carrier.

Product Returns - Our return policy is intended for timely processing of returns and issuance of credit to our customers. Failure to adhere to the following guidelines may result in delays or loss of credit.

Products purchased from JF Petroleum Group deemed to be "normal stocking items" may be returned for a period of ninety (90) days from the original invoice date. "Normal Stocking Items" returned within this time frame will be credited less a 15% restocking fee. Special order items may only be returned if the original manufacturer authorizes the return. Restocking fees for special order items may be greater than 15%, depending on the manufacturer's return policies. In order to receive credit, products must be received by JF Petroleum Group undamaged and in their original packaging.

Computer software and electronic boards will not be accepted for return if the original factory seal is not intact or if the original packages were opened.

All product returns require a written Return Goods Authorization (RGA) from JF Petroleum Group Returns Department. If authorized for return, transportation charges must be prepaid by the requestor unless otherwise noted by JF Petroleum Group in the RGA. All goods authorized for return are subject to inspection and acceptance. To receive authorization to return material, customers must fill out a Return Goods Request form. Forms may be downloaded here or obtained by fax or email from your Customer Service Representative. The Return Goods Request may then be emailed to [returns@jfpetrogroup.com](mailto:returns@jfpetrogroup.com). A numbered RGA will be faxed or emailed back to the customer indicating approval to return the product or denial. An approved RGA will be valid for a period of thirty (30) days. All returns must be sent to the facility noted on the RGA, and you must include a copy of the RGA as a packing list. Also, the RGA # must be clearly legible on the outside of the package(s). Under no circumstances should any items be returned directly to the manufacturer or other party unless prior written authorization is obtained from JF Petroleum Group Returns Department.

Core Returns - All cores are to be returned to JF Petroleum Group Cores and Warranty Department within thirty (30) days of the original replacement product invoice. Additionally, core return quantities may not exceed the quantity of replacement items purchased without prior approval. All cores must be in repairable condition. No core return credit will be issued for a non-repairable core or a core that is missing components.

Warranty Returns - Any warranty applicable to goods purchased from JF Petroleum Group is provided solely by the product manufacturer, the terms of which will be furnished on request. JF Petroleum Group may, but shall not be required to, replace the defective goods from JF Petroleum Group inventory or provide a credit for the amount of the purchase price of such goods. JF Petroleum Group assumes no liability for any incidental, consequential or other damages claimed to have been caused by defective products.

All warranty items must be returned to JF Petroleum Group with all required paperwork and authorizations (including manufacturer's approved claim and an RGA issued by JF Petroleum Group). Items received without proper documentation will be returned to you for correction and resubmittal.

If a replacement part is ordered prior to returning the defective part, you will be invoiced at regular price for the replacement part upon shipment. You must pay the invoice for the replacement part in accordance with your standard payment terms. JF Petroleum Group will return the defective part to the manufacturer, along with the corresponding authorizations. Once JF Petroleum Group receives credit from the warranty item from the manufacturer, we will in turn, issue the corresponding credit to your account. If a warranty item is not returned within fifteen (15) days of shipment and invoicing of a replacement item, you will need to pay the invoice for the replacement item in accordance with your normal terms and you will no longer be eligible to return the warranty item to JF Petroleum Group.

If your warranty claim is denied by the manufacturer, you are still responsible for paying JF Petroleum Group for the full value of the replacement part.

#### Customer Owned Inventory Storage Agreement (Warehouse)

JF Petroleum Group (Supplier) may, from time to time, house materials or inventory owned by Customer ("Customer Materials") at its facility ("Supplier Facility") in order for Supplier to perform services for Customer and Customer and Supplier desire to agree to the terms and conditions upon which Supplier will store such Customer Materials. Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Customer agrees to pay the storage and other fees associated with Supplier's storage, inventorying and warehousing of the Customer Materials ("Customer Materials Warehouse Storage Fees").
2. Upon Supplier's receipt of Customer Materials, Customer agrees that it shall bear all and insure against all risk of loss at all times while such Customer Materials are located at the Supplier Facility or while such Customer Materials are under the direction and control of Supplier. Unless caused by the gross negligence or willful misconduct of Supplier, in no event

shall Supplier be liable for any loss or damage to the Customer Materials.

3. In the event there is no order or other activity related to the Customer Materials for a period of six (6) months or upon expiration or termination of this Agreement, Supplier will use reasonable efforts to notify Customer of any such Customer Materials which remain under Supplier's direction or control and, unless otherwise agreed to in writing by both parties, Customer shall accept C.O.D. return shipment of all such remaining Customer Materials. In the event such Customer Materials are returned to Supplier, Customer shall remain liable for all costs related to the shipment of such Customer Materials and Supplier shall have the right to destroy, resell or otherwise dispose of such Customer Materials and Customer shall be liable for all costs and expenses related thereto, including but not limited to all costs of shipment, destruction, resale, enforcement of and collection under this Agreement, including reasonable attorneys' fees.

4. This Addendum shall remain in effect until such time as Supplier is no longer in possession or control of any Customer Materials provided that either party may terminate this Addendum immediately for cause upon written notice, which notice will include a ten (10) business day opportunity to cure. Either party may terminate this Addendum for convenience upon thirty (30) days written notice to the other party.

#### Supplier Owned Inventory (Purchased and Stored for Customer)

JF Petroleum Group (Supplier) may, from time to time, purchase materials and/or inventory on Customer's behalf ("Supplier-Managed Inventory") and such Supplier-Managed Inventory shall be stored at Supplier's facility ("Supplier Facility") in order for Supplier to perform services for Customer. Customer and Supplier desire to agree to the terms and conditions upon which Supplier will warehouse and store such Supplier-Managed Inventory. Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Customer agrees to pay the storage fees associated with Supplier's storage, management and inventorying of the Supplier-Managed Inventory ("Supplier-Managed Inventory Warehouse Storage Fees").

2. In the event there is (a) a de minimus or no order activity related to the Supplier-Managed Inventory for a period of three (3) or more months; (b) upon the expiration or termination of this Addendum; or (c) the expiration or termination of the Agreement between the parties to which the Supplier-Managed Inventory is addressed or the subject of, Supplier will use reasonable efforts to notify Customer of any such Supplier-Managed Inventory which remains under Supplier's possession, direction or control and, unless otherwise agreed to in writing by both parties, Supplier shall invoice Customer for such Supplier-Managed Inventory and payment shall be due within thirty (30) days of the invoice date. For amounts owed which are more than thirty (30) days past due, Supplier may charge Customer interest in the amount of one and a half percent (1 ½%) per month or the maximum rate permitted by law. Upon receipt of payment from Customer, Customer shall accept C.O.D. return shipment of all such remaining Supplier-Managed Inventory and shall be responsible for all other costs or expenses related to the return of such Supplier-Managed Inventory. Risk of loss of Supplier-Managed Inventory shall transfer to Customer upon shipment. In addition to all other remedies available to Supplier, in the event that Supplier does not receive full payment for the Supplier-Managed Inventory within sixty (60) days of the invoice date, Supplier shall have the right to destroy, resell or otherwise dispose of such Supplier-Managed Inventory and, in addition to the invoiced amount of the Supplier-Managed Inventory, Customer shall be liable for all costs and expenses related thereto, including but not limited to all costs of shipment, destruction, resale, enforcement of and collection under this Agreement, including reasonable attorneys' fees.

3. This Addendum shall remain in effect until such time as Supplier is no longer in possession or control of any Supplier-Managed Inventory provided that either party may terminate this Addendum immediately for cause upon written notice, which notice will include a ten (10) day opportunity to cure. Either party may terminate this Addendum for convenience upon thirty (30) days written notice to the other party.

4. This Addendum constitutes and contains the entire agreement between the parties with respect to the storage, warehousing and inventorying of the Supplier-Managed Inventory. The parties acknowledge and agree that to the

		extent there is a conflict between any terms in this Addendum and any terms contained in the storage, warehousing and inventory provisions related to the Supplier-Managed Inventory contained in any other agreement executed by the parties, the terms related to such storage, warehousing and inventory of the Supplier-Managed Inventory contained therein, shall be governed by this Addendum and the terms contained herein shall prevail.	
48	Describe any service contract options for the items included in your proposal.	We offer service contracts and PM agreements. These are customizable and depend on the items purchased (ie, the number of tanks, dispensers, equipment, etc.and can also include State, regulatory inspections and manufacturer/ industry recommendations	*

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

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Equipment - NET 30 Days; Installation/services invoices/progress payment invoices - NET 30 Days Complete credit and tax exempt information is required with each initial Purchase Order. If a blanket Purchase Order is received for multiple sites then the member will be billed for each individual site upon delivery and installation of applicable equipment.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes - we have a 3rd party, Patriot Capital, who engages directly with the Owner for any financing needs	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Mircosoft NAV is our current ERP system; we will be upgrading in 20201 to Microsoft BC. Both are robust systems, allowing us to easily report quarterly sales to Sourcewell. JFPG will be processing all Sourcewell orders, so we have a simple ability to track.	*
52	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 - 3% fee if over \$5,000	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *	
53	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 published manufacturer's (reference our line card) list pricing – discount is current list price less 10% All other systems equipment solutions will be at cost + 18%  Freight: FOB Factory Note: Replacement parts over \$300 shipped via ground UPS receive free freight (JFPG Ecommerce program)  All services requiring a Project Manager will be at \$125.00/hour + travel expenses Preferred customer applies pricing for all installations self-performed (priced by site) by JFPG All other system installations will be invoiced at subcontractors cost + 18%; Note: JF Petroleum Group is a systems integrator. Due to voluminous options available to fuel and fluids storage systems and that we represent well over 100 manufactures 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. But, most require site specific configurations and integration into owner specific business systems. Subsequently, a system solution would be priced to a specific application.	*



54	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.	10% discount applies to equipment systems published list price sheets. All other would be at cost plus 18%.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Since government, non-profits and educational agencies will have many fleet fueling locations, we offer volume discounts for any of our turnkey storage systems. Those discounts are either a 3% discount for a single purchase order of 5 or more units or a 5% discount for a single PO of ten or more units. This discount applies to all DEF mini-bulk systems, AST fueling systems and mobile fuel systems.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Most of the equipment systems offered by JF Petroleum Group require some level of permitting and installation. Permitting may include electrical, building and/or Fire Marshall approval. Installation may include trenching of concrete, building concrete fuel island pads, pulling electrical power supply from long distances and installing site specific protective barriers and other equipment. We are all trained and certified within the petroleum equipment industry to perform all of these services with one flat rate. Therefore, we negotiate on the Sourcewell members behalf, then sub-contract where not self-performed, and serve as project manager to ensure that each system is installed properly and within the scope of work. The Sourcewell member has the option of paying JF Petroleum Group the cost of a sub-contracted installation at cost plus or we will provide a fixed price quote for installation services.	*
57	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, offloading, taxes, services, project management, training, startup, inspection, permits etc.	*
58	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, then added to the final invoice for payment.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and delivery to Alaska and Hawaii are at actual 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 and/or Hawaii may have.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	JF Petroleum Group has 4 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.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	Sourcewell tank system customer pricing will typically be less.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	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.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are proposing a two percent (2%) fee

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your 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 customizable solutions. We provide a enormous variety of solutions. This includes but not limited to storage tanks(all kinds), tank accessories, pumps/dispensers, tank monitoring/gauging, fuel management systems, fluid management systems, piping, tank decal packages, and all related accessories. Includes CNG, propane, fuel, alt-fuel, bulk fuel, mobile fuel, temp fuel and other related services and solutions. Services can include permit acquisition, site construction, system installation, related mechanical electrical and plumbing and other related aspects for turnkey solutions. Additionally, warranty, brake-fix and PM services are available.
65	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, fuel islands, lighting, fuel oil facilities, emergency generators, canopies, power management, surge protection, accessories, valves, fittings, filters, hanging hardware, filtration, lube/fluid accessories, fluid management, tank filling options, marinas, used oil, and many many others.

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

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

Line Item	Category or Type	Offered *	Comments
66	Aboveground fuel and fluid storage tanks	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide all types of aboveground fuel and fluid storage tanks solutions
67	Fuel and fluid hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide all types of fuel and fluid hardware solutions
68	Fuel and fluid management software	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide all types and different levels of technology and sophistication of fuel and fluid management software solutions
69	Installation, testing, maintenance or repair services	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide turnkey services and solutions

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We will track monthly and quarterly revenue generation, field success rate in converting non-Sourcewell members to new members, tracking entities that will not buy or utilize the Sourcewell contract, among others.
71	Describe the security systems in place for protecting and controlling access to your solutions.	Our security sensitive accounts are protected by multifactor authentication. All of our end points are protected by the most modern anti malware and security software. Our network is monitored in real time for malicious downloads and intrusion attempts. We do not store any credit card information from customer transactions. Our email system is monitored in real time and protected against malicious senders both internal and external
72	Describe how you will secure any participating entities' data captured during transactions.	All of our end points are protected by the most modern anti malware and security software. Our network is monitored in real time for malicious downloads and intrusion attempts. We do not store any credit card information from customer transactions. Our employees receive training and regular reminders about best security practices. Employee behavior is monitored to ensure compliance with our security policies. Any detected cyber threats are triaged through our threat detection team which includes both internal and external resources.
73	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	We are a "one-stop" national turnkey solutions provider - sales, application layout, service, installation, construction, design/permitting, etc. firm. We provide state-of-the-art, code-compliant fuel and fluid storage equipment and solutions, resulting in fuels and fluids storage technologies and efficiencies. From concept to installation to commissioning/training and warranty and on-going break-fix support. We have numerous options available to enhance efficiencies (ie, remote communications, pushed notifications, BMS/BAS interfaces, among others); these vary based on the level of sophistication, efficiencies and budget constraints a client has/desires. So the process is simple, quicker and seamless to the client. With our vast industry expertise and active engagement in the fuel and fluid storage and dispensing industry, and committee member/active participants with Petroleum Equipment Institute's Recommended Practices on Aboveground Storage Tank Installation documents (and others) and expertise on the various product applications and codes, we are able to nimbly provide efficient and effective client solutions
74	Describe how you work with participating entities to ensure environmental best practices are followed.	Our tremendous depth of expertise and experience will enhance best practices solutions options. By identifying jurisdictional venue and applying those State and local environmental code requirements along with recommendations of industry best practices, and utilization of our internal processes including environmental checklists to ensure environmental best practices are followed
75	Describe how your organization meets all relevant environmental regulations.	We have our own robust HASP (Health & Safety Plan); we follow EPA, OSHA, specific State DEPs (Departments of Environmental Protection) regulations, Fire Codes and local guidelines as governed and required for our Aboveground Fuel & Fluids Storage systems and services. Fire Codes (NFPA & IFC) govern aboveground Flammable & Combustible liquids storage (as well as gaseous) and we are code experts.
76	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	Other than One (1) isolated OSHA infraction incident in Dec. 2019, there are no others; the OSHA infraction has been satisfactorily settled between parties

**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."

- [Financial Strength and Stability](#) - JFPG Financials.pdf - Monday September 28, 2020 09:12:01
- [Marketing Plan/Samples](#) - JF Petroleum Group - MARKETING PLAN.pdf - Tuesday September 29, 2020 08:42:25
- [WMBE/MBE/SBE or Related Certificates](#) - Sourcewell Proposal Letter2020 - JF Petroleum Group.pdf - Monday September 28, 2020 09:50:02
- [Warranty Information](#) - JF Petroleum Group - WARRANTY.pdf - Tuesday September 29, 2020 09:03:14
- [Pricing](#) - JF Pricing.pdf - Tuesday September 29, 2020 13:04:28
- [Additional Document](#) - JF Petro Commercial Fueling\_rev071520.pdf - Monday September 28, 2020 09:40:41

## Proposer's Affidavit

### **PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Steve Bernstein, VP Commercial Sales, JF Acquisition, LLC dba JF Petroleum Group

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_7_Aboveground_Fuel_Storage_RFP092920</b> Tue September 22 2020 08:27 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_6_Aboveground_Fuel_Storage_RFP092920</b> Tue September 15 2020 08:27 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Aboveground_Fuel_Storage_RFP092920</b> Mon September 14 2020 08:00 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Aboveground_Fuel_Storage_RFP092920</b> Tue September 8 2020 04:11 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Aboveground_Fuel_Storage_RFP092920</b> Tue September 1 2020 02:10 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Aboveground_Fuel_Storage_RFP092920</b> Mon August 31 2020 03:01 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Aboveground_Fuel_Storage_RFP092920</b> Mon August 31 2020 01:44 PM	<input checked="" type="checkbox"/>	2