



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	Sourcewell Contract 092920
2. Contractor:	EJ Ward
3. Cooperative Agency Agreement Name and Agreement Number:	Fuel Management, EV, and GPS Solutions Number 092920-EJW
4. Cooperative Agency Initial Agreement Term:	Start Date: 12/02/2020 End Date: 12/7/2024
5. Cooperative Agency's Agreement-Options to extend:	May be extended for one additional one-year period (12/7/2025)
6. Cooperative Agency Amended Term:	No amendments
7. Cooperative Agency Remaining Options to Renew:	1 one-year renewal option remaining
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: May 2024 End Date: December 7, 2024
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$522,809.91 for the term of the Agreement.

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Fuel Management, EV, and GPS Solutions, Contract 092920-EJW ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through December 07, 2024, unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not to go beyond the term stated in the COOP fully executed amendment.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for *Fuel Maintenance parts & suppliers* available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$522,809.91 for the purchase of fuel terminals and associated software and hardware. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this

Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

Harry Black, City Manager

Date: _____

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

Lori Asuncion, City Attorney

Print name

EJ WARD

By: _____
Signature

Print name

Title: _____

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

By: _____
Signature

Title: _____

EXHIBIT A



Solicitation Number: 092920

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and E.J. Ward, Inc., 8620 N. New Braunfels, San Antonio, TX 78217 (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 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

E.J. Ward, Inc.

DocuSigned by:
Jeremy Schwartz
By: _____
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 12/2/2020 | 3:18 PM CST

DocuSigned by:
Markay Ward
By: _____
799FD4F0CD5048B...
Markay Ward
Title: President
Date: 12/2/2020 | 1:19 PM PST

Approved:

DocuSigned by:
Chad Coquette
By: _____
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 12/2/2020 | 3:24 PM CST

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

Vendor Details

Company Name: E.J. Ward
Does your company conduct business under any other name? If yes, please state: No
Address: 8620 N. New Braunfels
San Antonio, Texas 78217
Contact: Mike Wade
Email: mwade@ejward.com
Phone: 210-912-3385
HST#:

Submission Details

Created On: Tuesday September 08, 2020 16:29:39
Submitted On: Tuesday September 29, 2020 12:09:42
Submitted By: Mike Wade
Email: mwade@ejward.com
Transaction #: 98e1aa64-023f-4d45-a4f2-ea3b503575d5
Submitter's IP Address: 50.84.235.10

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):	E.J. Ward, Inc.
2	Proposer Address:	8620 N New Braunfels San Antonio, Texas 78217
3	Proposer website address:	www.ejward.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):	Markay Ward, President 8620 N New Braunfels San Antonio, Texas 78217 mward@ejward.com 210.824.7383
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Wade Director of Sales and Marketing 8620 N New Braunfels San Antonio, Texas 78217 mwade@ejward.com 210.824.7383
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Robert Kettle Chief Operating Officer 210.824.7383 x116 rkettle@ejward.com

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>Since E.J. Ward, Inc. (Ward) installed the industry's first fuel management system for the City of San Antonio in 1974, Ward continues to be the leader in fuel management technology. For over 46 years, Ward has been the leader in automated fuel management system technology through out the entire United States. Ward's success uses its industry leading product experience to deliver the most advanced fuel management system with the greatest level of government client satisfaction.</p> <p>Ward's ongoing business philosophy is to continue to build on our success learned from Ward's current Sourcewell contract success in utilizing the Ward Sourcewell Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services Contact to continue to expand its market share throughout the United and Canada.</p> <p>Below is a brief history of Ward's Highlights:</p> <p>1975: City of San Antonio requests Ward to develop the first Automated Fuel Management System</p> <p>2000: The CANceiver™ is developed to monitor and record vehicle status, odometer, driver behavior, and automates access to the fuel pump</p> <p>2008: Asset Tracking, real-time and passive GPS solutions is developed</p> <p>2012: W4 product line is released - replacing all major product components for Fuel Control Terminals, CANceivers, and Fuel View software</p> <p>2015: Fuel View 4.5 is released</p> <p>2018: Internet of Things Fuel Control Terminal is launched delivering real time status and remote pump control</p> <p>Ward has the resources, technical expertise, project expertise and proven state-of-the-art hardware and software to implement large, custom applications across multiple hardware and software platforms. Ward designs, engineers, and manufactures the hardware and software at its corporate headquarters in San Antonio, Texas.</p> <p>These efforts are why only Ward can supply a fuel management system that delivers the greatest long term performance and value for Sourcewell Members. By combining our broad experience with both small and large government system implementations and the adherence to strict quality control standards the success of the Ward Automated Fuel Management Systems can be seen nationwide through its diverse and satisfied client list.</p>
8	What are your company's expectations in the event of an award?	<p>Ward has already demonstrated our ability to successfully utilize NJPA/Sourcewell in increasing Ward's sales to numerous government Sourcewell fuel fleet customers. Ward's expectations in the event of Award is to continue with our current Sourcewell success in providing Sourcewell Members with the most advanced cost effective fuel and fluid systems available to Sourewell Members along with significantly increasing sales throughout the United States and Canada. The Soucewell Contract will have significant benefit in increasing Ward sales and market share throughout the United States and Canada.</p>
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.	<p>Ward is one of the most financially stable privately-held companies in the fleet fuel management industry. We have the financial ability to opportunistically evaluate potential new markets and products amid distressed market conditions. Ward has enjoyed a long history of innovation and financial strength since 1974. Ward has the financial strength to support future growth, create innovations, and lend stability in a challenging economy. Ward encourages Sourcewell to contact our bank for any additional financial strength information. Ward's bank contact information is:</p> <p>Daron R. Lofton Senior Vice President Corporate Banking Community Leader Northeast I-35 Frost – Banking, Investments, Insurance 16895 Interstate 35 North, Schertz, TX 78154 Office: (210) 220-6875 Cell: (210) 279-4844 Fax: (210) 220-6830 daron.lofton@frostbank.com www.frostbank.com</p>
10	What is your US market share for the solutions that you are proposing?	Ward's US market share is approximately 50%.
11	What is your Canadian market share for the solutions that you are proposing?	Ward's Canadian market share is 5%.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Ward has never petitioned for bankruptcy protection.

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Ward is best described as a manufacturer although Ward has a strong relationship with Ward Distributors and Contractors throughout the United States and Canada who also have the ability to sell Ward products. Ward's Regional Sales Managers work extensively with Ward's independently owned Distributors and Contractors in regards to product training, new customer acquisitions, and expansion of Ward's existing customer base in delivering the Ward products and services proposed in this RFP. Ward is a reseller of the OMNTEC Tank Monitoring System.	*
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.	All Ward Technician's are fully trained on all Ward products through a comprehensive training program conducted at Ward's corporate facility. This extensive training program encompasses a week long technical curriculum that includes hands on training. Ward also requires its Distributors to be Ward certified through a similar training program. Once certified, Ward continues to train both Ward Technicians and Distributors through its ongoing certification program. Ward Technicians are also required to be OMNTEC and Veeder Root certified when applicable.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Ward has never been Suspended or Debarred.	*

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	Ward is routinely recognized by its customers for being a strong fuel management technology partner. Ward has also been recognized as a industry Thought Leader at numerous industry conferences on fuel management. Ward also is actively involved as a featured fuel/fluid management technology presenter for numerous fleet associations including GFX, NAFA, NJPA/Fleetpros, Green Fleet, 100 Best, MIPWA, FTX, and TPWA.	*
17	What percentage of your sales are to the governmental sector in the past three years	Ward sales to the government sector in the past three years is approximately 80%.	*
18	What percentage of your sales are to the education sector in the past three years	Ward sales to the educational sector in the past three years is approximately 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?	Ward holds GSA and Sourcewell Purchasing Contracts. Ward's Sourcewell sales over the last three years has been as follows: 2017 - \$93,409.10 2018 - \$715,648.7 2019 - \$883,052.31	*
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?	Ward's GSA contract is GS-35F-0141Y. Ward GSA sales are \$105,012.	*

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 *	
Miami Dade County	Scott Stephens	(305) 584-6692	*
City of Dublin, OH	John Hyatt	(614) 410-4760	*
New York State Thruway	Mark Austin	(518) 436-2938	*

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 *
Caltrans	Government	California - CA	Ward's solution includes our IoT Fuel Control Terminal, Fuel View SaaS, and the Omntec PROTEUS automated tank gauging system. Fuel View consolidates fueling and tank information into one software platform and provides the reporting required by the customer. Ward developed a team of pump contractors approved by Caltrans, trained and certified them in the installation and maintenance of all products installed. Ward provides a Support Desk that takes calls from Caltrans, creates a ticket, dispatches contractors, and monitors the ticket to ensure a successful resolution. Ward's Project Management staff is managing the installation of the new equipment across the State and is a single point of contact for Caltrans project and contract staff.	Three year average: \$1,890,033	\$5,670,098
Miami Dade County	Government	Florida - FL	Ward's solution includes our IoT Fuel Control Terminal, CANceiver W4, Tags, and the Ward Fuel View, and Omntec PROTEUS automated tank gauging system. Ward also provided installation services for the project.	Three year average: \$735,561	\$2,206,684
PSEG	Government	New Jersey - NJ	Ward's solution includes our IoT Fuel Control Terminal and the Ward Fuel View SaaS Software. Ward also provided installation services for the project.	Three year average: \$624,186	\$1,872,558
City of San Antonio	Government	Texas - TX	Ward's solution includes our IoT Fuel Control Terminal, CANceiver W4, Tags, and the Ward Fuel View Software. Ward also provided installation services for the project.	Three year average: \$511,646	\$1,534,939
City of Los Angeles	Government	California - CA	Ward's solution includes our Fuel Control Terminal, CANceiver and the Ward Fuel View Software. Ward also provided installation services for the project.	Three year average: \$469,626	\$1,408,878

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.	<p>Ward uses a regional based sales team currently comprised of five direct employee Regional Sales Managers strategically located throughout the entire United States. Ward's Regional Sales Managers have already utilized Ward's current Sourcewell Contract in successfully selling the value and benefits of Sourcewell to government agencies throughout the United States.</p> <p>Ward's Sales Team is led by Ward's Director of Sales, Mike Wade. Mike Wade has an in-depth understanding of the Sourcewell Program and has personally attended the Sourcewell University Training Program. Mike has also utilized the Ward Sourcewell Contract in selling multiple government customer contracts.</p> <p>Ward is also committing the sales resources to help support Ward's Sourcewell program through a strong Inside Sales Team who are available to meet Sourcewell Member needs.</p>	*
24	Dealer network or other distribution methods.	<p>Ward also utilizes Dealer Distributors throughout the United States. Ward's strong Distributor/Contractor network will be additive in selling and supporting to Soucewell Members. Ward Distributors are also acclimated with Ward's Sourcewell Program. Through a strong and strategically located Distributor network, Ward is positioned to fully utilize the Sourcewell Program in maximizing the benefits to Sourcewell Members.</p>	*
25	Service force.	<p>Ward maintains multiple service operations centers nationally staffed by full-time Ward employees. 1) New York, 2) New Jersey, 3), Florida, 4) Los Angeles, 5) San Antonio. Engineering, Design, Production, Warehousing, and our Call Support Center is based in San Antonio, Texas. Ward also utilizes its Distributors and certified Contractors in also servicing Sourcewell Members throughout the United States.</p>	*
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>Ward believes the foundation of our success is derived from being the best in class in every aspect of our technical and software customer service. In order for Ward to deliver best in class customer support, we have committed significant resources to hiring people and improving our business processes and technology.</p> <p>Ward's ability to exceed customer expectations is what differentiates Ward as the leader in the fleet fuel management market. Ward has developed a comprehensive enhanced customer service program that ensures customer expectations are surpassed. Several key components of Ward's customer service program include:</p> <ul style="list-style-type: none"> • Ward support team is available 24/7 • Establishing a customer focused metric program to measure customer response time, issue resolution, and overall customer satisfaction. • Customer focused internal Ward employee training program to ensure all employees clearly have the tools and resources available to provide the highest level of technical customer satisfaction. • Capture customer needs and translate these needs into a comprehensive customer focused program. • Frequent updating of technical documentation material and user manuals to ensure customer priorities are being met. • Go to Meeting and Go to Assist are two examples of Ward's technology in communications with our customer. <p>Exceptional best-in-class customer service is the core to Ward's ability to consistently exceed the expectations of our customers. Ward's responsiveness and level of attention that it gives to customer support is reflected in the numerous accolades Ward has received from its customers. This end to end customer approach is the underlining goal of Ward.</p> <p>Ward's customer care methodology and underlying system is designed to quickly and effectively address any issues that might arise. Ward's total satisfaction goal is to ensure Sourcewell Members have the uptime performance your operation requires. All service calls are routed to the customer care help desk where they are logged and routed to the appropriate department. Every support call has a case number. The Case Number is the Sourcewell Member tracking number for resolution and satisfaction.</p>	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Ward has already demonstrated our ability and willingness to provide services and products to Sourcewell Members through its existing Sourcewell Contract. For over 46 years Ward has continually proven its ability to provide its customers with reliable equipment, responsive support, and proven technical competency. Ward firmly believes the Sourcewell contract will provide Sourcewell Members with the most advanced fuel management and tank level monitoring solutions available.</p> <p>Ward has committed significant resources to expanding our existing support and product development departments to include the IoT product line. Ward is also redefining the industry with innovative support tools and technology to ensure Ward remains a best-in-class service provider. Ward has developed a partnership solution that will provide Sourcewell Members with the most cost effective solution.</p>	*

28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Ward has the ability and willingness to provide service to Sourcewell member agencies in Canada. Ward's commitment to the Canadian market is already demonstrated through one of Canada's largest cities, the City of Edmonton. The City of Edmonton utilizes both the Ward fuel management system and telematics solution throughout the City's entire fleet.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Ward does not have any geographic areas of the United States or Canada that Ward will not be fully serving through the proposed contract.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There will not be any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that Ward will not be fully serving through the proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Ward does not have any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	*

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.	<p>Ward has a dedicated Sales and Marketing Department focused on developing marketing strategies across numerous governmental agencies. As a strategic market for Ward, Ward has already developed a comprehensive Government Marketing program specifically targeting Sourcewell members initially and on an ongoing basis. Ward will continue to utilize its existing Sourcewell Marketing Best Practices in promoting the Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services Contract. Ward will also proactively target non Sourcewell members in driving them toward a Sourcewell Membership.</p> <p>Ward actively attends numerous fleet industry trade shows/conferences throughout the United States. Ward will continue to promote its Sourcewell Contract at numerous regional and national fleet conferences/trade shows. Some of these trade shows/conferences include:</p> <ul style="list-style-type: none"> • GFX • NAFA • APWA • Fleetcon (Fleet Pros) • FLAGFA • 100 Best Fleets • Public Fleet Summits (PFS) <p>Ward will utilize news and public relations as another method in reaching Sourcewell members. Ward frequently develops customer specific case studies/public relation releases highlighting best practices of how Ward customers have benefited from utilizing Ward solutions. Ward will continue to utilize this program for the Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services Contract.</p> <p>Ward can also utilize its CRM Marketing Campaigns for its new and existing customer relationship management focused eMarketing campaigns. Ward's database of new and existing contacts encompasses numerous contacts throughout the United States and Canada. Ward will develop Sourcewell specific campaigns utilizing Ward's CRM in expanding new Sourcewell sales.</p> <p>Ward will include Sourcewell in its Media Relations material. Through Ward's electronic and print advertising program, Ward has the ability to include Sourcewell in its advertising and media relations program. This will enable Ward to reach both Sourcewell members and non-members through fleet industry related advertising. Ward will also develop a digital eNewsletter program. Through Ward's eNewsletter, Sourcewell members will be kept apprised of Ward's new products and programs that may specifically benefit Sourcewell members.</p>

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Ward has developed a comprehensive digital Marketing program that encompasses the usage of numerous digital data programs including metadata usage, social media, and website platform strategies. The following represents several key programs that Ward has successfully implemented and will be utilized in promoting the Ward Sourcewell Contract.</p> <p>Ward has a dedicated page on the Ward website solely for Sourcewell. Ward's website home page also contains the Sourcewell logo linked to a page dedicated to Sourcewell on the Ward website that contains the caption "Discover how we bring value to you as a Sourcewell awarded contract!". The following represents the content on the Ward/Sourcewell page:</p> <p>COOPERATIVE PURCHASING WITH SOURCEWELL</p> <p>Through cooperative purchasing, Sourcewell (formerly NJPA), provides member-centered solutions that enable Government fleets and other agencies to work more efficiently and leverages its resources to effectively re-invest in the communities we serve as an invaluable Service Cooperative partner. For fleets, Sourcewell's cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process. As a municipal national contracting agency, Sourcewell establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. Joint Powers laws enable members to legally purchase through awarded contracts. Sourcewell offers fleet members Contract Purchasing Solutions that are leveraged nationally to enable contracted suppliers and member agencies to work smarter and more efficiently as they do business with each other. Sourcewell does this by establishing a business and service alliance between member buyers and contracted suppliers ensuring a valued and successful national cooperative contract program. Download the Sourcewell Cooperative Purchasing Reference Guide brochure to learn about Cooperative Purchasing. Click here to visit Sourcewell's website to learn more about the full value available to you as a member. Ward has developed a meta tag program specific to promoting the Ward Sourcewell Program on the Ward website. The meta description on the Sourcewell dedicated page reads: "As a Sourcewell awarded contractor, E.J. Ward provides fleets with the value and power of cooperative purchasing for thousands of dollars in savings". Ward has also included a link on the Sourcewell dedicated page to Sourcewell's website and also to the Sourcewell Youtube video.</p> <p>Ward has successfully incorporated the Sourcewell logo into Ward's corporate email signature. All Ward company employees are required to have the Sourcewell logo in their email signatures. The Sourcewell logo is also incorporated within all of Ward's product literature. Ward can also incorporate Sourcewell into it's active LinkedIn media posting.</p>	*
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?	<p>Sourcewell has already demonstrated an outstanding effort in promoting their contracts at many industry related trade shows and conferences. Ward expects Sourcewell to continue this effort. Given Sourcewell's existing strong brand recognition with in the public sector the Sourcewell contract will be a integral component in Ward's sales process.</p> <p>Ward's existing Sourcewell contract has been utilized extensively throughout the entire Ward sales process. Ward salespeople identify if the potential customer utilizes Sourcewell as part of the Ward sales discovery process. All Ward employees incorporate the Sourcewell logo and contract number as part of their signature. Ward Sales also utilizes the strong Sourcewell brand as a key attribute in not having the potential customer to have to go through the extensive and costly RFP bid process. Ward routinely provides refresher training for its Sales Team on the benefits that Sourcewell brings to Sourcewell Members.</p>	*
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.	<p>Ward has established a procurement specific email for Ward governmental customers to place their order. Orders@ejward.com is utilized daily by Ward governmental customers in placing procurement orders some of which are Sourcewell orders.</p>	*

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.	<p>Through experience Ward has determined the best way to train Sourcewell Member operators, repair technicians and users is through a hands on training approach. All of Ward's extensive training resources including samples of Ward's training material, support document, training references, and installation manuals can be provided per request due to the large number of training manuals. Ward's training program can be custom tailored to meet the specific needs of the customer.</p> <p>Ward will provide training in the functions of operation, maintenance, and repair as they apply to each specific item of equipment. Ward's numerous operating manuals can also be provided per request. Ward will provide complete users training on both the software and hardware systems. Ward's training program is included with the standard purchase of the Ward system but if the customer wants additional training Ward will provide custom training pricing specific to the customer's needs.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>The new Ward IoT fuel management system is the most technologically advanced in the fleet industry. The Ward FuelView software includes numerous user dashboards, easy to use reporting and integration into fleet maintenance software systems. With the Internet of Things Fuel Control Terminal Sourcewell Members will always connected. The IoT FCT communicates in real-time and is fully integrated and synchronized with Ward's Fuel View software.</p> <p>New, data rich display screens include fuel dispensing volumes, and pump status indicators. The IoT FCT allows instant remote fueling authorizations, diagnostics and updates, as well as increased memory and storage capacity. Standard authorization methods are fully automated and 100% secure using Ward CANceiver™, Fuel Tag and Hose Module, or other access methods. Ward has a dedicated "Think Tank" Department who is tasked with developing new technologies.</p>
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.	Fleets rely on the Ward Canceiver E for reporting critical vehicle idle time metrics. These metrics are utilized by Fleets to manage excessive vehicle idle time which is a key component in supporting a fleets green initiatives.
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.	Although Ward's technology has not had any third-party issued eco-labels, ratings or certifications Ward's products do indirectly contribute to impacting green initiatives.
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.	Ward currently is not a WMBE or SBE.
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?	As the first company to develop fuel management technology, Ward brings over 46 years of fleet government fuel management expertise to Sourcewell members. The Ward fuel/tank management platform is the most advanced in the fleet industry and is utilized by hundreds of government fleets. The new Ward IoT Platform along with Ward's new SimplyFuel program not only brings the most advanced technology to Sourcewell Members but it brings the greatest cost effective solution in the government industry. Ward's bundle program enables Sourcewell Members to select the most cost effective program for their specific fuel management needs.

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 *
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42	Do your warranties cover all products, parts, and labor?	Ward's warranties cover all products, parts, and limited labor. *
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Ward does not impose limitations that adversely affect coverage. Ward does have some standard exceptions (ie. Acts of God, Negligence, Malicious Acts,...) that are listed below:</p> <p>Service Limitations: "EJW" or "SFS" cannot be deemed non-compliant with Warranty or Support agreement requirements inclusive, but not limited to the following conditions:</p> <ol style="list-style-type: none"> 1. Acts of God and Man-Made Events: Disruptions caused by heavy rains, earthquakes, flooding, tornadoes, lightning strikes, hurricanes, fires, snow, ice, sleet, or road closures and detours caused by Town, City or State construction projects where normal street or interstate traffic patterns to the customer site are disrupted or stopped. 2. Pandemic or Similar Natural Events Situations where technicians are denied access because of global, national or other local government regulations. 3. Non-access: Situations where "EJW" technicians are denied access to the fuel terminal sites due to locked fences, blocked passages, or no one answering the phone number provided to the service call operator. 4. Malicious Acts: Inclusive of but not limited to; vandalism, theft, gun shots, rock throwing, fire, and anywhere damage is not attributable to normal, fair wear and tear of hardware components. 5. Negligence: Inclusive of but not limited to; third party contractors hired by the "End User(s)" to perform fuel site maintenance that would impair the performance of "EJW" or "SFS" equipment by disrupting electrical service or making non-authorized adjustments or modifications to the installed hardware or fuel control terminals. 6. Procedural Changes: Inclusive of but not limited to; the "End User(s)" changing the manner in which their employees interact with the fuel automation hardware. These changes may require systemic changes which are considered outside the normal software maintenance activities (i.e., operating systems "OS", business rules or software customization requests). 7. Non-"EJW" or "SFS" Equipment or Systems Failure: Inclusive of but not limited to; "EJW" dispatching a technician and the cause of incident is found to be other than an agreement covered product. Standard published pricing will apply for authorized repairs from that point forward. Examples of non-covered equipment inclusive of; but not limited to: <ol style="list-style-type: none"> 1. Dispensers, Pumps and Pulsers 2. Tank Level Monitoring (TLS) Unless specifically added to the agreement 3. Electrical System 4. Network (TCP/IP) 5. Network Switch(s) 6. Wi-Fi Access Points 7. Customer's local Servers (Virtual or Physical) 8. CAT 5 Cable, Routers, Bridges 9. Cabinet, Base, Lock Assembly 10. Hose Modules or Batteries Vehicles or Fleet Assets <ol style="list-style-type: none"> 11. CANceiver, VIT, Cables or GPS antenna 12. EM-Tag or Ring Antenna 13. All hardware, and software versions of the SFT, JettScan or device programmers 14. Cards, Datakeys, Fobs, Encoders, Embossers, Printers 15. Equipment Upgrades <p>Items Not Covered: "End User(s)" supplied or 3rd Party supplied software, computer or network equipment not specifically contracted for under this agreement. Non-covered software and equipment include, but are not limited to:</p> <ol style="list-style-type: none"> 1. Customers local Servers, Laptop and Desktop computer software and hardware 2. Support for Customers Browser or Local Application Software or Databases 3. Customers Local Network Management Hardware and Software 4. Third Party Software, and or its Operating Systems and Relational Databases

44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, when applicable under the Ward warranty guidelines.	*
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?	There are no geographic regions of the United States or Canada (as applicable) for which Ward cannot provide a certified technician to perform warranty repairs either through a local certified Contractor/Distributor technician or by a direct Ward employee.	*
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?	Any item purchased through this program from Ward will be warrantied through Ward.	*
47	What are your proposed exchange and return programs and policies?	<p>All materials requiring return shipment to Ward for defects, normal replacement, or any other reason must be returned through the Return Merchandise Authorization (RMA) process. The request for an RMA number can be made by emailing Ward at returns@ejward.com or by calling 210.824.7383.</p> <ul style="list-style-type: none"> Returns made outside this process may cause an account to not be credited correctly, which may result in invoicing errors and/ or delays in getting the correct materials back to our customers. Returns older than 30 days from the invoice date will be subject to a 20% restocking fee. Only products that are in current production will be accepted, and the customer must obtain an RMA in advance using Ward's RMA process. No refunds will be given. Ward will issue an account credit that can be used toward future purchases. Ward reserves the right to deny any returns that are outside of the product warranty period or past the 30 day invoice date. 	*
48	Describe any service contract options for the items included in your proposal.	Ward offers a complete service and support program that offers Sourcewell Members several service program choices. These services include on going maintenance for Ward hardware items.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30.	*
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?	Ward can provide leasing or financing options on a case by case custom agreement basis.	*
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.	All Sourcewell orders will be flagged as special processing through our ERP/Accounting system for accountability and correct processing. At the end of each quarter a report is run from the system that gives the order totals for the quarter. Ward processes the purchase orders and the Distributor is included in the process. Ward has recently implemented a new process which will assure quarterly sales reporting is done on time.	*
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, Ward accepts P-card procurement and payment at 3%.charge.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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 Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Ward's attached pricing model includes a list price with a Sourcwell discount in U.S. dollars. Ward provides line item pricing. The attached price book contains detailed line item pricing for every Ward SKU.
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.	MSRP with a 20% off list.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Ward does not provide any volume discounts or rebates. Sourcwell Members will receive Ward's best pricing regardless of the quantities ordered.
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.	Ward provides a quote for each specific sourced product or nonstandard options.request.
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.	All applicable pricing is included in the Ward submitted pricing document other than shipping.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping pricing is not included in the Ward pricing. Shipping pricing is product specific along with the applicable quantities. Ward customer shipments are shipped Ground but Ward also offers a expedited shipping program.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Ward will generate a quote specific to shipping costs for Alaska, Hawaii, Canada, or any offshore delivery.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Ward offers an expedited shipping program on a per shipment basis.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please refer to the Ward Price Book in the Documents Section.

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.	<p>Ward already has an exiting process in place for Identifying Sourcewell Customers, Sourcewell Price Assurance, Calculating Sales and Remittance of Administrative fees: The process listed below is currently in use for current Ward contracts.</p> <p>a. Customer orders received through the Sourcewell program are setup in the Ward Accounting system with the code Sourcewell as the "Customer Type". This identifies the proper pricing for the order and ensures that the associated sales are calculated and reported accurately.</p> <p>b. Using the Ward Accounting system select the Accounts Receivable Menu then select Reports and "Customer Listing". At the Customer Listing screen enter "Sourcewell " next to customer type and then print the report.</p> <p>c. From the Ward Accounts Receivable menu select Reports and then select "Accounts Receivable Invoice History". Enter the Customer number(s) itemized on the previous report and select the date range for the quarter that is being reported. Print the report.</p> <p>d. Enter sales into Sourcewell system, use the data from the preceding report.</p> <p>e. Remit any associated fees to Sourcewell</p>
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.)	<p>Ward will utilize a 1% IFF percentage. Ward will provide after Contract Award our complete line item pricing in a searchable spreadsheet to Sourcewell if requested.</p>

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.	<p>Ward offers Sourcewell Members a multitude of products and services to meet their fuel and fluid storage needs. Ward has included product specific literature in the Documents Section of our proposal but the following highlights several of Ward's products and services.</p> <p>IoT Fuel Control Terminal With Ward's Internet of Things Fuel Control Terminal (IoT FCT) the user is always connected. The IoT FCT communicates in real-time and is fully integrated and synchronized with Ward's W4 Fuel View software. Data rich display screens include fuel dispensing volumes and pump status indicators. The IoT FCT allows instant remote fueling authorizations, diagnostics and updates, as well as increased memory and storage capacity. Standard authorization methods are fully automated and 100% secure using Ward CANceiver™, Fuel Tag and Hose Module, or other access methods. Sourcewell Members will have the ability to store up to a million employees, vehicles and transaction records.</p> <p>The IoT FCT interfaces with gasoline, diesel, CNG, propane, and other fuel and fluid dispensing devices, and electric vehicle charging stations; controlling up to ten fuel pumps or other fluid dispensers. Industrial grade components and powder coat finish withstands the harshest environments, providing dependable performance. Memory Type/Storage Capacity</p> <p>The IoT FCT downloads data independently and utilizes a single board CPU has a memory capacity of 4 Gb RAM and uses an 8 Gb industrial rated compact flash hard drive.</p> <p>Key Features</p> <ul style="list-style-type: none"> • REST based API for robust security, communication, and scalability • Intel™ Dual Core Processor

- Real-time pump and tank status, transactions, alerts
- Remote fueling authorization, diagnostics, updates, and restart
- EV charging station compatibility
- Custom fueling scripts
- Extensible framework ensures future technologies compatibility
- Self registering for plug and play installation
- Instant or user controlled update timing
- Durable powder coat finish

Specifications:

- Intel® Atom™ E3827 dual core; 1.75 GHz core speed
- 64 Gb industrial grade mSata SSD (upgradeable)
- Windows 10 IoT Enterprise; Intel® E827 Atom™ Processor
- REST based API; HTTPS/SSL; Cat5/6 - TCP/IP; Wi-Fi; hard wire

Ward Mobile Truck Terminal

The Ward FCT-TT is a rugged and durable mobile fuel controller designed around a modular chassis for easy serviceability. The Ward FCT-TT can be installed on Sourcewell Members mobile fueling truck equipment.

W4 Fuel View Software

Ward W4 Fuel View is the industry's most flexible and comprehensive tool for fleet-wide fuel management. Control and automate access to fueling type, quantity, and frequency. Monitor key performance indicators and implement validation rules on fuel management and vehicle telematics to product comprehensive transaction records for vehicles, drivers, and storage tanks.

Fuel View is extremely easy to use and requires minimal training. From the easy to navigate Home screen to the comprehensive list of directory resources, Fuel View provides users with the tools they need to access a multitude of data. Templates provide faster set-up, reduced entry error, and increase reporting consistency. The browser based interface allows for easily adding, modifying, and removing asset and employee information.

Multiple At-A-Glance screens, group level reports and audit trails ensure total accountability, all in real and near-real time. Business intelligence based reporting and query functionality for fueling transactions, telematics, driver behavior, tank inventory, billing, personnel, and more provide detailed decision making data.

Extensive Reporting Capability

With a large variety of standard reports, the Sourcewell Members operation from the most senior level to shop floor personnel will have access to fleet data including fuel consumption by department, sub department, agency, fleet, type, location etc. High level dashboards give access to fleet information quickly and efficiently, while automated reports and alerts immediately notify appropriate users of emerging problems or custom business requirements. Fuel View W4 can create custom reports exactly to meet your business requirements.

Data entry screens provide users the ability to add, update, delete and query the information contained in the database. Data entry screens also provide a consistent interface with the appropriate data. All data entry screens are accessible from a central menu system and designed for ease of use and maximum efficiency.

Key Values

- Lower and manage fleet operating costs.
- Automated access proves decreased time fuel island time.
- User ID verification ensures absolute certainty every drop of fuel goes into the identified vehicle.
- Decrease response time with customizable alerts and alarms for fuel transactions, vehicle usage, and storage tank levels.
- Fast, accurate fleet analysis with preprogrammed, complex datasets to print, share, or export.

Software as a Service

Ward's Fuel View SaaS platform is simple to use and allows deploys fuel control and telematics across multiple regions, divisions, and departments, avoiding the operational costs associated with network expansion. Individually tailored solutions ensure maximum performance and remain adaptive to your organizational needs. All future upgrades are included.

No Down-Time With Built-In Disaster Recovery

Databases are mirrored in real-time, backed up hourly and moved. All disaster recovery material resides in multiple locations. A full business continuity/disaster recovery plan is in place for each customer, with hardware fail over systems tested quarterly. Customers are notified immediately if a disaster or recovery process is implemented

		<p>Interfaces</p> <p>Ward SaaS offers the option for each customer to customize exports and imports between multiple fleet management software products, fuel cards such as WEX, US Bank – Voyager, accounting, HR and access badge security files. Since Ward employs our own world-class software development staff, no request is out of reach for a customized software addition to meet individual business requirements.</p> <p>CANceiver W4 Telematic Solution The CANceiver W4 combines fleet fueling with vehicle and driver behavior data retrieval into one device, enabling the Sourcewell Members to monitor and collect crucial data on vehicle performance. The Canceiver W4™ is an All-in-One device to support both light and heavy duty models. OBD data captured is transmitted through the utilization of Wi-Fi and firmware can be changed OTA.</p> <p>The most advanced in-vehicle device available fully automates fueling, vehicle tracking, and driver performance monitoring with one simple to install interface. Sourcewell Members can select the capture rate and timing of each OBD attribute each vehicle presents, as well as uncover idle time usage, rapid acceleration, harsh breaking, and more.</p> <p>Secure user level flexibility captures and adds only the features you need to manage your fleet, and easily expands functions as needed. Both light and heavy duty vehicles are supported.</p> <p>KEY BENEFITS</p> <ul style="list-style-type: none"> • 100% security for fuel and other fluids • Fuel Authorization – when installed with Ward EM-Tag • Eliminates operator entry of odometer • Simple, fast installation • Proven ROI and lowest overall cost of ownership • Improve driver behavior through optional Passive GPS Tracking • SAE J1587; SAE J1708; SAE J1850; SAE J1939; SAE J1962; SAE J1978;SAE J2284; ISO 7498; ISO 11898; sand ISO 15765, and more • OBDII Data J1979 Attributes Captured with Driver Behavior Indicators <p>Tank Level Management The Ward Automated Fuel Control System provides the Enterprise visibility and control of all bulk fuel storage. Ward Fuel View's easy to use software will ensure Sourcewell Members get the most out of your tank monitoring equipment. The product is designed to automate data collection and couple this data with a flexible report generation.</p> <p>Dashboards for bulk storage at the Enterprise level or based on user permissions can be viewed to give a snapshot of the Bulk Fuel conditions (fuel levels, reorders points, alarms etc.) in the Fuel View application or reports can be generated and printed from the data that is stored in the database. Additionally, alerts on can be sent via email or text message to responsible Sourcewell members.</p> <p>Omntec Tank Level Sensors PROTEUS-K controller with its proven reliability, advanced technology, versatility, scalability, and enhanced features packaged with inventory only probes, stainless steel floats, and AST Cap Assembly Kit to offer an economical solution for monitoring above ground storage tanks.The PROTEUS-PK accepts up to 16 of OMNTEC's Bright Eye™ (BX Series) Sensors for distinguishing product from water or for simply detecting the presence of liquid. A distinct advantage of Bright Eye sensors is they are networked and utilize four wire bus technology. A built in microprocessor gives each sensor the ability to identify itself and its location, which is displayed along with alarm conditions on the 7-inch color touch screen graphic display.</p> <p>Ward also provides installation services for all Ward products. Ward requires each technician to be Ward certified. Ward also utilizes regional based Distributors to provide installation and service on Ward products.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Fuel Management, Tank Monitoring, Fuel Level Monitoring

*

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 type="radio"/> Yes <input checked="" type="radio"/> No	Ward does not provide above ground fuel and fluid storage tanks.	*
67	Fuel and fluid hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ward's hardware is utilized by numerous government fleets throughout the USA and Canada.	*
68	Fuel and fluid management software	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ward's FuelView Software is utilized by Fleets to manage their fuel and fluid.	*
69	Installation, testing, maintenance or repair services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ward provides installation, testing, maintenance, and repair services.	*

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.	At the end of each quarter a report will be run from the Ward Accounting system that gives the Sourcewell specific order totals for the quarter. Ward will utilize this data in assessing where the company is regarding YTD Sourcewell sales. Ward will also utilize its CRM to track wins versus losses utilizing Sourcewell contracts. Ward Regional Sales Managers will be given a quarterly sales target specific to just Sourcewell sales. Ward will measure the success of each Regional Sales Manager in exceeding their Sourcewell sales goals. Based on the success that Ward has already had with its existing Sourcewell contract we foresee continuing this success with the Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services Contract.
71	Describe the security systems in place for protecting and controlling access to your solutions.	Ward offers a Ward hosted SaaS that was built using best practice industry standards of data security and encryption. The physical network and server security in the customer hosted option is under the end customer control and specific business security rules. The Ward FuelView software has a multi-level security hierarchy with full audit trail as a standard offering. Credentials are controlled by the customer's system administrator.
72	Describe how you will secure any participating entities' data captured during transactions.	Password complexity is defined by each company's unique requirements. Customizable security protocols provide individual defined access to only the level or area required for each user of the Ward Fuel Management System. User-specific, encrypted password roles (manager, operator, analyst, etc.) define read- only, and or user access to assets by division or location, specified levels in any configuration or combination will enable Sourcewell Members secure data capture during transactions.
73	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	Ward has developed a fuel management solution which is unmatched in the industry for technology, reliability, efficiency, and scalability. The new Ward IoT fuel management solution not only will exceed Sourcewell Members efficiencies, it will provide Sourcewell Members with a technology platform which will expand with the Sourcewell Members future requirements. Ward offers Sourcewell Members numerous options including the Ward Tag/Ring technology that will enable Sourcewell Members to fuel without having to keypad enter any information thus creating a more efficient employee user experience. The integration of the Tank Monitoring System into the Ward FuelView Software allows for having to utilize just one software platform versus separate fluid storage monitoring software platforms. The Ward IoT Solution provides Sourcewell Members with the most advanced fuel management technology available enabling Sourcewell Members to exceed their strategic long-term fuel management efficiency goals. The Ward IoT will enable Sourcewell Members to maximize the efficiency, accuracy, control and performance of their fuel dispensing activities.
74	Describe how you work with participating entities to ensure environmental best practices are followed.	Ward assigns a Project Manager to every Ward fuel management project implementation. During both the discovery and implementation phase the Ward Project Manager will engage the customer in addressing any environmental concerns or issues. Each Sourcewell Member may have different environmental policies so Ward works hand in hand with them in assuring these best practices are met. Ward's customer base spans the entire United States and into Canada with each State/County having different environmental policies. Ward works with each customer on their specific environmental policies.
75	Describe how your organization meets all relevant environmental regulations.	All Ward Technicians are required to adhere to all relevant environmental regulations. Through a ongoing internal training program, Ward Technicians are kept apprised of any changes in environmental regulations that may impact the Ward fuel management system.
76	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	Ward has not had any regulatory infractions or sanctions against Ward products or completed projects within the past 5 years.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		Ward has no Exceptions

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](#) - Ward Financial Statement.pdf - Sunday September 27, 2020 19:44:47
- [Marketing Plan/Samples](#) - Ward Marketing Plan.pdf - Monday September 28, 2020 11:54:47
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Ward Warranty and Support Agreement.pdf - Sunday September 27, 2020 18:27:44
- [Pricing](#) - E.J.Ward 2020 Sourcewell Price List.pdf - Tuesday September 29, 2020 12:03:46
- [Additional Document](#) - Supplemental Information.zip - Monday September 28, 2020 12:07:22

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. - Markay Ward, President, E.J. Ward, Inc.

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

Yes No

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

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

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



RFP #092920
REQUEST FOR PROPOSALS
for
Aboveground Fuel and Fluid Storage with Related Hardware, Software, and
Services

Proposal Due Date: September 29, 4:30 p.m. Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	August 11, 2020
Pre-proposal Conference:	September 15, 2020, 10:00 a.m. Central Time
Question Submission Deadline:	September 22, 2020, 4:30 p.m. Central Time
Proposal Due Date:	September 29, 2020, 4:30 p.m. Central Time Late responses will not be considered.
Opening:	September 29, 2020, 6:30 p.m. Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

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

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

B. USE OF RESULTING CONTRACTS

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

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

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

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

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

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

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

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

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

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

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

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

1. Sourcewell is seeking proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services including, but not limited to:

- a. Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, and natural gas;
 - b. Mobile fuel, fluid, and gas storage solutions;
 - c. Hardware related to the aboveground storage tanks and mobile storage solutions described in subsections 1. a. and b. above, including pedestals, gauges, access or security hardware, monitoring equipment and devices, RFID solutions, dispensers, and accessories;
 - d. Fuel and fluid management software related to the aboveground storage tanks and mobile storage solutions described in subsections 1. a. - c. above. However, this solicitation should NOT be construed to include "software-only" solutions. Proposers may include related fuel and fluid management software to the extent that the solutions are complementary to the offering of the equipment and products being proposed; and,
 - e. Services related to the solutions described in subsections 1.a. – d. above, including design, site assessment, site preparation, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.
2. The primary focus of this solicitation is on Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services. This solicitation should NOT be construed to include:
- a. Underground Fuel and Fluid Storage
 - b. Fleet Management software-only solutions
 - c. Telematics, Automatic Vehicle Location (AVL), and GPS-only solutions
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
- a. RFP # 052919 Salt, Brine, Anti-Icing, or De-Icing Agents, and Brine Production and Storage Systems
 - b. RFP # 010920 Industrial and Workplace Storage Systems with Related Accessories
 - c. RFP # 013020 Vehicle Lifts, with Garage and Fleet Maintenance Equipment

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

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly

operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

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

C. REQUIREMENTS

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

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

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$20 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

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

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price

(MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

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

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

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

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

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

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

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

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

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

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

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

C. ADDENDA

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

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

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

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

D. PROPOSAL SUBMISSION

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

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

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

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

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

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

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

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

F. PROPOSAL WITHDRAWAL

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

G. OPENING

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

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

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.

- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell’s knowledge about a specific vendor or product.

B. AWARD(S)

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

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

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

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

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days’ following Sourcewell’s notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and

- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

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

D. RIGHTS RESERVED

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

Sourcewell reserves the right to:

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

E. DISPOSITION OF PROPOSALS

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

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

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



8/31/2020

Addendum No. 1

Solicitation Number: RFP 092920

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

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

Question 1:

The insurance coverages required under Section 20 of the Sourcewell template contract do not appear to include Pollution Liability insurance. Will you be adding Pollution Liability coverage as a requirement? We intend to include this in our response even if not added.

Answer 1:

Sourcewell is not planning a revision of the posted contract template this time. An awarded vendor will be expected to carry the insurance coverages as stated in the contract upon execution. Refer also to contract template Section 6. B. regarding a Participating Entity's ability to negotiate for or require additional terms and conditions at the time of the order.

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will determine the information necessary to best demonstrate its financial viability to Sourcewell.

Question 2:

Does this solicitation cover the service area of Montana/Wyoming? Is the solicitation for any/all components and services related to AST equipment and fuel management systems?

Answer 2:

Sourcewell is seeking "... the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities." (see, RFP Section II. B.). The requested equipment, products, and services are as described in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 092920 posted to the Sourcewell Procurement Portal on 8/31/2020, is required at the time of proposal submittal.



8/31/2020

Addendum No. 2

Solicitation Number: RFP 092920

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

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

Question 1:

How can I tell where this project is located? I would like to know the physical address of the site.

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications, specific locations or finite quantities for our cooperative contract awards. Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

End of Addendum

Acknowledgement of this Addendum to RFP 092920 posted to the Sourcewell Procurement Portal on 8/31/2020, is required at the time of proposal submittal.



9/1/2020

Addendum No. 3

Solicitation Number: RFP 092920

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

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

Question 1:

Table 5 asks for top five government, educational or non-profit customers. Our organization sells through distributors only.

Answer 1:

It is left to the discretion of each proposer to determine how to best demonstrate their financial viability and marketplace success.

End of Addendum

Acknowledgement of this Addendum to RFP 092920 posted to the Sourcewell Procurement Portal on 9/1/2020, is required at the time of proposal submittal.



9/8/2020

Addendum No. 4

Solicitation Number: RFP 092920

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

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

Question 1:

For Table 5 what is the difference between size of transaction(s), and dollar volumes from the past three years.

Answer 1:

Each proposer, in its discretion, will determine the information necessary to best demonstrate its financial strength and fulfill the requirements set forth in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 092920 posted to the Sourcewell Procurement Portal on 9/8/2020, is required at the time of proposal submittal.



9/14/2020

Addendum No. 5

Solicitation Number: RFP 092920

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

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

Question 1:

Is there a way to download what has been submitted on a bid?

Answer 1:

After selecting "Start Submission", a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF" if a downloadable PDF of the questionnaire tables is desired.

End of Addendum

Acknowledgement of this Addendum to RFP 092920 posted to the Sourcewell Procurement Portal on 9/14/2020, is required at the time of proposal submittal.



9/15/2020

Addendum No. 6

Solicitation Number: RFP 092920

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

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

Question 1:

In Questionnaire Table 5, what is the difference between “Size of Transactions” and “Dollar Volume Past Three Years”?

Answer 1:

Generally, “Size of Transactions” refers to order or transaction size and “Dollar Volume Past Three Years” reflects aggregate volume. However, it is left to the discretion of each proposer to determine the information and documentation necessary to best demonstrate their Financial, Industry and Marketplace Success and satisfy all the requirements included in the questionnaire tables.

Question 2:

What size tanks are you requiring? What options do you want on the tanks (Catwalks, Bottom Loading etc.)?

Answer 2:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of equipment, products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested Equipment, Products or Services for this solicitation.

Question 3:

In RFP Section II. B. 1. b., what is meant by mobile fuel storage solutions? Is it skid tanks, truck mounted tanks or other?

Answer 3:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

Question 4:

For the solutions listed in RFP Section II. B. 1. c., do you want the related hardware priced or just listed? If priced do you want SRP as the base price with the % discount globally by manufacturer?

Answer 4:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 5:

Pricing will be impacted by annual increases of the manufacturer, currency fluctuation, and cost of living. Do we state this in our pricing of equipment as a global change?

Answer 5:

Refer to the Sourcewell contract template for additional details on the process for requesting a product or pricing change during the term of an awarded contract. A downloadable version of the contract template is found on the Bid Details page for this solicitation within the Sourcewell Procurement Portal.

Question 6:

For RFP Section II. F. Does the marketing plan need to show what our coverage is across Canada as a company plus our sub-contractors? What are you expecting in a marketing plan for the country or regionally?

Answer 6:

It is left to the discretion of each proposer to describe their approach and determine the documentation necessary to best demonstrate their ability to serve Sourcewell's

Participating Entities while satisfying all the requirements included in the questionnaire tables.

End of Addendum

Acknowledgement of this Addendum to RFP 092920 posted to the Sourcewell Procurement Portal on 9/15/2020, is required at the time of proposal submittal.



9/22/2020

Addendum No. 7

Solicitation Number: RFP 092920

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

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

Question 1:

Will the financial documents supplied with our bid be available to be seen by anyone, including our competitors?

Answer 1:

Sourcewell is subject to compliance with the Minnesota Government Data Practices Act. Refer to RFP Section VI. E. - Disposition of Proposals for additional guidance on Sourcewell's handling of materials submitted in response to this RFP at the conclusion of the process.

It is left to the discretion of each proposer to determine the information and documentation necessary to best demonstrate their financial viability and marketplace success. The solicitation is a competitive process and proposals are evaluated on the content submitted.

Question 2:

Does Sourcewell have a standard contract for Canadian suppliers? If not, does Sourcewell allow exceptions to be taken to the standard contract for Canadian suppliers?

Answer 2:

The Sourcewell template contract is available for review on the Bid Details page for this solicitation. The template contract is intended for use with any awarded contract, regardless of supplier location. Refer to RFP Section IV. – Contract, for guidance on the

process for requesting a modification to the template contract terms, conditions, or specifications.

Question 3:

What happens if a Canadian municipal government entity wants to purchase a product through a Sourcewell contract with a Canadian supplier? Do the laws of the state of Minnesota apply to a Purchase order issued within Canada?

Answer 3:

Refer to template contract Section 6. F. – Governing Law and Venue. Under the template contract, 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.

End of Addendum

Acknowledgement of this Addendum to RFP 092920 posted to the Sourcewell Procurement Portal on 9/22/2020, is required at the time of proposal submittal.

AFFIDAVIT OF PUBLICATION

DJC



11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, Nick Bjork, being first duly sworn, depose and say that I am a Publisher of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services
Sourcewell; Bid Location Staples, MN, Todd County; Due 09/29/2020 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

8/12/2020

State of Oregon
County of Multnomah

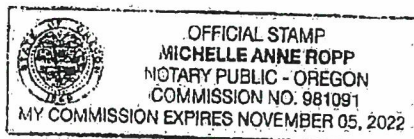
SIGNED OR ATTESTED BEFORE ME
ON THE 12th DAY OF August, 2020

Nick Bjork

Nick Bjork

Michelle A Ropp

Notary Public-State of Oregon



SOURCEWELL
ABOVEGROUND FUEL AND FLUID
STORAGE WITH RELATED
HARDWARE, SOFTWARE, AND
SERVICES

Proposals Due 4:30 pm,
September 29, 2020

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies, located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://proportal.sourcewell-mn.gov/>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
Published Aug. 12, 2020. 11907704

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 11907704
Client Reference No:

INVOICE

Daily Journal of Commerce

Oregon's Building Connection
 11 NE Martin Luther King Jr. Blvd.
 Suite 201
 Portland, OR 97232-3579
 1 (503) 226-1311
 www.djcoregon.com

Sourcewell
Carol Jackson
 202 12th St NE
 Staples, MN 56479-2438

Account #	10027759
Invoice Date	8/12/2020
Invoice #	744789153
Order #	11907704
Terms	NET 30
PO/Case #	2102000079
Salesrep	

Days/Inserts	Description	Size/Qty	Unit Price	Amount
1	<p>Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services</p> <p>Daily Journal of Commerce (OR) Bids - Other / Goods and Services Sourcewell; Bid Location Staples, MN, Todd County; Due 09/29/2020 at 04:30 PM 08/12/2020 -Base Charge</p> <p>ACH payments can be made to: Daily Journal of Commerce, Inc. - US BANK, ABA#123000848, Acct#153910281275 Or call 1-866-802-8214 to setup payments.</p>	1 col x 3.33in 139 wrd / 31 In		75.02
TOTAL DUE:				75.02



AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0004721439	REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local gc

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
4721439

State of South Carolina

County of Richland

I, Michelle Long, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertion(s)

Published On:

August 11, 2020

Michelle Long
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 20th day of August in the year of 2020

Amy L. Robbins
Notary Public for South Carolina
My Commission Expires:
November 27, 2022

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

4770 S. 5600 W.
WEST VALLEY CITY, UTAH 84118
FED.TAX I.D.# 87-0217663
801-204-6910

Deseret News



ATTACHMENT A
The Salt Lake Tribune

PROOF OF PUBLICATION CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS ACCOUNT NUMBER

SOURCEWELL,
Accounting Dept
PO BOX 219

9001496962

STAPLES MN 56479

DATE

8/11/2020

ACCOUNT NAME

SOURCEWELL,

TELEPHONE

2188945483

ORDER # / INVOICE NUMBER

0001296455 /

PUBLICATION SCHEDULE

START 08/11/2020 END 08/11/2020

CUSTOMER REFERENCE NUMBER

Sourcewell RFP for Advertisement (Aboveground Fuel Storage)

CAPTION

REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency

SIZE

36 LINES 1 COLUMN(S)

TIMES

3

TOTAL COST

83.12

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
1296455 UPAXLP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid** FOR **SOURCEWELL**, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 08/11/2020 End 08/11/2020

DATE 8/11/2020

SIGNATURE

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 11TH DAY OF AUGUST IN THE YEAR 2020

BY LORAIN GUDMUNDSON.


NOTARY PUBLIC SIGNATURE

ATTACHMENT A

NOTICES

PUBLIC NOTICE

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal
<https://proportal.sourcewell-mn.gov>.

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than September 29, 2020, at 4:30pm Central Time, and late proposals will not be considered.

OPEN

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

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
September 15, 2020 at 10:00 am CDT

Proposals Due:
September 29, 2020 at 4:30 pm CDT

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#) 



Bids Homepage (/Module/Tenders/en/Home/BidsHomepage) Find more bids
 (https://www.bidsandtenders.net) Create Account (/Module/Tenders/en/Vendor/Create
 /42b90b89-9f67-483a-96e3-9b0490d01d40) Login (/Module/Tenders/en/Login/Index
 /42b90b89-9f67-483a-96e3-9b0490d01d40)

View Details

Click (https://www.bidsandtenders.ca)here (https://proportal.sourcewell-mn.gov/) to return to the Sourcewell Procurement Portal home page.

Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 092920
Bid Name:	Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services
Bid Status:	Open
Bid Closing Date:	Tue Sep 29, 2020 4:30:00 PM (CDT)
Question Deadline:	Tue Sep 22, 2020 4:30:00 PM (CDT)
Time-frame for delivery or the duration of the contract:	Four years, with possible extension as stated in the bid documents
Negotiation Type:	Refer to bid document
Condition for Participation:	Refer to bid document
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No

Description:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov (https://proportal.sourcewell-mn.gov/)]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered. Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.

Bid Document Access:

Categories:

Show Categories [+]



Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description
Pre-Proposal Web Conference	Login instructions will be provided to registered participants by email two business days prior to the web conference.

Documents

File Name

RFP_092920_Aboveground_Fuel_Storage

Monday August 10, 2020 08:39 AM

RFP_092920_Aboveground_Fuel_Storage_Contract_template

Wednesday August 5, 2020 02:03 PM

Addenda

No Addenda Available ...

Notice

Basic Information

Estimated Contract Value (CAD) \$20,000,000.00 (Not shown to suppliers)
Reference Number 0000181225
Issuing Organization Sourcewell
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 092920
Title Aboveground Fuel and Fluid Storage with Related Hardware and Software
Source ID PP.CO.USA.868485

Details

Location All of Canada, All of Canada
Purchase Type Term: 2020/10/30 01:00:00 AM EDT - 2024/10/29 01:00:00 AM EDT
Description Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication Manual publication
Question Acceptance Deadline 2020/09/22 05:30:00 PM EDT
Questions are submitted online No
Bid Intent Not Available
Closing Date 2020/09/29 05:30:00 PM EDT

Prebid Conference 2020/09/15 11:00:00 AM EDT

Contact Information

Procurement Department
 218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type Prebid Conference
Attendance Mandatory
Event date 2020/09/15 11:00:00 AM EDT
Location Pre-Proposal Web Conference
Event Note Login instructions will be provided to registered plan takers by email two business days prior to the web conference.

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing No Pricing
Pricing No Pricing
Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Documents

Documents

Document	Size	Uploaded Date	Language
RFP 092920 Aboveground Fuel and Fluid Storage [pdf]	161 Kb	2020/08/11 09:40:06 AM EDT	English

Categories

Selected Categories

MERX Category (1)	
U	Other Other
U	Undefined Undefined
UNSPSC Categories (2)	
25000000	Commercial and Military and Private Vehicles and their Accessories and Components
25170000	Transportation components and systems
25172400	Fuel tanks and systems
78000000	Transportation and Storage and Mail Services
78180000	Transportation repair or maintenance services
78180300	Transport fuelling and vehicle storage and support services



Opportunity Notice

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

Category: Goods

Potential vendors (bidders) may view the bid package here.

[View Bid Package](#)

Opportunity Information

Organization:	Rural Municipalities of Alberta (RMA)
Organization Address:	www.rmalberta.com
Reference Number:	AB-2020-04986
Solicitation Number:	AB-2020-04986
Solicitation Type:	Request for Proposal
Posting (MM/dd/yyyy):	08/11/2020 03:30:00 PM Alberta Time
Closing (MM/dd/yyyy):	09/29/2020 03:30:00 PM Alberta Time
Last Update (MM/dd/yyyy):	08/11/2020 03:09:41 PM Alberta Time
Agreement Type:	NWPTA/TILMA & CFTA & CETA
Region of Opportunity:	Open
Region of Delivery:	Alberta
Opportunity Type:	Open & Competitive
Commodity Codes:	N7025501: Readers - RFID N1560D: Tank, Fuel, Aircraft N4930H: Pumps, Dispensing, Gasoline, Diesel Fuel and LPG Type N5430D: Tanks, Oil Storage N5430: Storage Tanks N6350050: Electronic Identification Devices - RFID

Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document(s) from the bid package.

[View Interested Vendors \(Bidders\)](#)

Response Submission:

Only Proposals submitted through the Sourcwell Procurement Portal will be considered.

<https://portal.sourcwell-mn.gov>

Proposals are due no later that September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Response Contact:

Robinson, Chris
Procurement Manager
2510 Sparrow Drive
Nisku, Alberta T9E 8N5
Tel: 218-895-4168

Email: rfp@sourcewell-mn.gov

Response Specifics:

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, 4:30 pm Central Time, and late proposals will not be considered.

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

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

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

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

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

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

Opportunity Description:

Rural Municipalities of Alberta ("RMA"), is posting the solicitation on behalf of RMA and its current and potential Members and represented Associations and their Members, which includes local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador and Northwest Territories. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of the New West Partnership Trade Agreement ("CETA") for this procurement, RMA/Sourcewell is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services to result in a national contracting solution for use by its members.

ATTACHMENT A

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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Bid RFP #092920 - Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services [Switch to Vendor View]

<p>Bid Type RFP</p> <p>Bid Number 092920</p> <p>Title Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services</p> <p>Start Date Aug 11, 2020 9:05:26 AM CDT</p> <p>End Date Sep 29, 2020 4:30:00 PM CDT</p> <p>Agency Sourcewell</p> <p>Bid Contact Chris Robinson (218) 895-4168 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219</p>	<p>Access Reports View reports on who has been notified of the bid or accessed it. [Notification report] [Access report]</p> <p>Questions 0 Questions 0 Unanswered [View/Ask Questions]</p> <p>Edit Bid [Create Addendum]</p>
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Description

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Documents

No Documents for this bid

Customer Support: agencysupport@publicpurchase.com | Copyright 1999-2020 © | The Public Group, LLC. All rights reserved.



- Closed

- Evaluation
- Publish
- Bid Announcements

- Doc. Taker's List
- Bid Results
- Bid Awards



Publish /Verify Contents

Save as Template

Solicitation Setting

<input checked="" type="checkbox"/> Invite Bidders	No
<input checked="" type="checkbox"/> Evaluate Response online	No
<input checked="" type="checkbox"/> Internal Approval	No
<input checked="" type="checkbox"/> Enable Collaboration with other Users	No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	RFP 092920
Solicitation Name	Aboveground Fuel and Fluid Storage With Related Hardware and Software	Procurement Type	Goods, Services
Country & Province/State	United States / Minnesota	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	RFP 092920 Aboveground Fuel and Fluid Storage with Related Hardware and Software
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Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	
Publish Date	08/11/2020	Closing Date & Time	09/29/2020 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Energy/ Fuel/ Chemical

Fuel Products/ Services Gasoline, Oil, Grease, Diesel, Coal, Biodiesel, Ethanol, Natural Gas, Storage/Fuel Tanks, Natural Gas Boilers, Pipeline Transport Etc. Barrels, Jet Fuel, Engine Oil, Pump gas etc.



Solicitation Overview



Aboveground Fuel and Fluid Storage With Related Hardware and Software

RFP 092920

Closing Date: 09/29/2020 4:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.



The New York State Contract Reporter

*NYS' official source of contracting opportunities
Bringing business and government together*

Contracting Opportunity

*** This ad has not been published. It has been reviewed and pending publication. ***

Title: Aboveground Fuel and Fluid Storage with Related Hardware and Software
Agency: Sourcewell
Division: Procurement Department
Contract Number: RFP 092920
Contract Term: 4 years, with potential 1 year extension.
Date of Issue: 08/12/2020
Due Date/Time: 09/29/2020 5:30 PM
County(ies): All NYS counties
Classification: Fuels & Lubricants - *Commodities*
Opportunity Type: General
Entered By: Chris Robinson
Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@sourcewell-mn.gov

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Proposal Opening Record

Date of opening: September 29, 2020

Sourcewell posted Request for Proposal #092920, for the procurement of Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Tuesday, August 11, 2020, and the solicitation remained in an open status within the portal until September 29, 2020, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on September 29, 2020, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #092920 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Acterra Group, Inc. – received 9/29/20 at 8:31:02 AM
Balcrank Corporation – received 9/28/20 at 7:16:36 AM
E.J. Ward – received 9/29/20 at 12:09:42 PM
Eagle Tanks, Inc. – received 9/29/20 at 2:36:19 PM
Fireball Equipment, LTD – received 9/29/20 at 10:48:13 AM
FuelCloud OPCO – received 9/25/20 at 5:22:59 PM
Gilbarco, Inc. – received 9/29/20 at 8:53:21 AM
Graco, Inc. – received 9/29/20 at 3:52:04 PM
JF Acquisition, LLC – received 9/29/20 at 1:28:32 PM
MakLoc Buildings Inc. – received 9/29/20 at 12:34:48 PM
Modern Welding Company, Inc. – received 9/29/20 at 4:06:37 PM
Multiforce Systems Corporation – received 9/29/20 at 4:26:25 PM
OMNTEC Mfg., Inc. – received 9/29/20 at 9:59:36 AM
OPW Fuel Management Systems – received 9/29/20 at 2:58:38 PM
Polystar, Inc. – received 9/28/20 at 1:22:00 PM
Southern Pump and Tank Company, LLC – received 9/29/20 at 4:27:22 PM
Syn-Tech Systems, Inc. – received 9/29/20 at 2:33:44 PM
Titan Chemical Transfer Solutions, LLC – received 9/28/20 at 11:50:04 AM
Western International, Inc. DBA Western Global – received 9/29/20 at 3:12:59 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on September 29, 2020, at 4:31:10 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

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Greg Grunig
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Greg Grunig, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst



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

Possible Points		Acterra Group	Balcrank Corp.	E.J. Ward	Eagle Tanks, Inc.	Fireball Equipment	FuelCloud OPCO	Gilbarco, Inc.	Graco, Inc.	JF Acquisition	MakLoc Buildings
Conformance to Terms/ Conditions to Include Documentation	50	42	34	44	35	35	41	43	41	41	
Pricing	400	309	343	357	289	239	311	360	328	336	-
Financial, Industry and Marketplace Successes	75	63	58	65	53	53	57	69	63	63	-
Bidder's Ability to Sell/ Service Contract Nationally	100	73	78	82	63	67	71	86	84	80	-
Bidder's Marketing Plan	50	40	30	43	32	35	37	43	44	42	-
Value Added Attributes	75	62	44	62	53	54	54	62	66	61	-
Warranty Coverages and Information	50	41	38	40	40	35	40	43	41	38	-
Selection and Variety of Products and Services Offered	200	171	130	163	138	155	138	171	163	180	-
Total Points	1,000	801	755	856	703	673	749	877	830	841	-
Rank Order		10	12	4	16	17	13	2	8	7	15

Possible Points		Modern Welding	Multiforce System	OMNTEC Mfg.	OPW Fuel Management	Polystar, Inc.	Southern Pump	Syn-Tech Systems, Inc.	Titan Chemical Transfer	Western International
Conformance to Terms/ Conditions to Include Documentation	50	32	42	35	43	36	35	45	45	44
Pricing	400	236	356	333	334	318	318	323	363	358
Financial, Industry and Marketplace Successes	75	50	63	58	66	51	57	68	67	63
Bidder's Ability to Sell/ Service Contract Nationally	100	73	78	77	86	65	76	88	91	78
Bidder's Marketing Plan	50	31	41	36	40	34	39	39	44	43
Value Added Attributes	75	35	64	56	64	46	35	66	68	65
Warranty Coverages and Information	50	34	40	40	41	37	39	44	41	42
Selection and Variety of Products and Services Offered	200	138	165	152	168	128	136	155	181	175
Total Points	1,000	629	849	787	842	715	735	828	900	868
Rank Order		18	5	11	6	15	14	9	1	3

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 Greg Grunig, Procurement Lead Analyst

DocuSigned by:

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 Carol Jackson, Procurement Analyst

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 Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:

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 Nick Scholer, Procurement Analyst



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) 092920
Entitled

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

The following advertisement was placed August 11, 2020 in Utah's *The Salt Lake Tribune*, in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and August 12, 2020 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

Accu-Flo Meter Services, LTD	KleerBlue
Acterra Group, Inc.	LES INDUSTRIES DESJARDINS, LTEE
All Peace Petroleum, A Division of Bar W Petroleum	MakLoc Buildings, Inc.
Balcrank Corporation	Metro Environmental Services, LLC
Banlaw	MI Petro Construction & Supply, Inc.
Capital Petroleum Service, Ltd	Modern Welding Company, Inc.
Cornerstone Petroleum Equipment, Ltd	Multiforce Systems Corporation
E.J. Ward, Inc.	OMNTEC Mfg., Inc.
Eagle Tanks, Inc.	Dover Fueling Solutions, Inc., / OPW Fuel Management Systems
EAPC Engineers and Architects, P.C.	Polystar, Inc.
EnergiSystems, LLC	Pumps and Pressure, Inc.

Sourcewell

Fireball Equipment, LTD	Quality Assured Manufacturing
FuelCloud OPCO	Regina Construction Association
Fullidity, LLC	Southern Pump and Tank Company, LLC
Gilbarco, Inc.	Straightforward, LLC
GIR Fuel Management	Syn-Tech Systems, Inc.
Graco, Inc.	Titan Chemical Transfer Solutions, LLC
Husky Corporation	Trak Engineering, Inc.
ICS Great Western, LP	U-Fuel, Inc.
JF Acquisition, LLC	Western International, Inc. DBA Western Global
John M. Ellsworth Company	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on September 29, 2020, at 4:31:10 pm CT. Proposals were received from the following:

Acterra Group, Inc.
 Balcrank Corporation
 E.J. Ward, Inc.
 Eagle Tanks, Inc.
 Fireball Equipment, LTD
 FuelCloud OPCO
 Gilbarco, Inc.
 Graco, Inc.
 JF Acquisition, LLC
 MakLoc Buildings Inc.
 Modern Welding Company, Inc.
 Multiforce Systems Corporation
 OMNTEC Mfg., Inc.
 Dover Fueling Solutions, Inc., / OPW Fuel Management Systems
 Polystar, Inc.
 Southern Pump and Tank Company, LLC
 Syn-Tech Systems, Inc.
 Titan Chemical Transfer Solutions, LLC
 Western International, Inc. DBA Western Global

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, Procurement Lead Analyst
 Carol Jackson, Procurement Analyst
 Michael Munoz, Procurement Analyst
 Nick Scholer, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the equipment, products, and services offered in the proposal response of MakLoc Buildings Inc., fall outside of the

Sourcewell

Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

E.J. Ward, Inc., has a strong sales and service network comprised of a regionally based internal sales team, geographically dispersed service operations centers, and independent distributors/contractors across the US and Canada. They provide fuel management solutions including terminal hardware, sensors, software and SAAS equipment and products, and installation services. E.J. Ward is offering a significant discount from MSRP pricing on equipment, products, and services..

Gilbarco, Inc., has a comprehensive offering of hardware and software to meet fuel dispensing, tank management, and fuel management needs, as well as turn-key project management. They have 193 authorized distributors and 5,000 certified installation service contractors to serve participating entities across the US and Canada. Gilbarco offers a range of competitive discounts from list pricing by product category.

Graco Inc., manufactures pumping, dispensing, and metering equipment for bulk lubricants, DEF, and grease products, with free available online product training courses. They have over 500 distributors across North America to assist with the needs of Sourcewell participating entities. Graco offers a range of solid discounts from list pricing by product family.

JF Acquisition, LLC, is a distributor of fuel management equipment, products, parts and accessories, and a turnkey service provider operating 33 branch offices, 4 distribution centers, and with a sales and service force of over 500 employees throughout the US. They offer new storage systems with a one-year parts and labor warranty included and have an e-Procurement website portal for participating entities. JF Acquisition pricing includes a significant discount from manufacturer list pricing with additional discounts available for volume or quantity purchases.

Multiforce Systems Corporation is the manufacturer, developer and distributor of a broad selection of fuel and fluid management products including fuel island, communications, and management hardware and software, with related installation and support services. Sales and service is available through an internal team, distribution and sales affiliates, and a designated installation and service partner. Multiforce offers competitive pricing with a discount off MSRP to Sourcewell participating entities.

Dover Fueling Solutions, Inc., / OPW Fuel Management offers a range of product brands, including Wayne Fueling Systems, OPW Fuel Management Systems, Clearview and OPW Retail Fueling, for a comprehensive fuel dispensing equipment and management systems solution. Their distribution network provides sales and service coverage throughout the United States and Canada. All OPW Fuel Management Systems, Wayne Fueling Systems, and OPW Retail Fueling equipment and products are being offered with a significant discount off the published price list.

Syn-Tech Systems, Inc., utilizes a large direct sales force and distributor network across the United States and Canada to offer scalable fuel management systems including fleet integration, telematics and data security. Syn-Tech provides a standard warranty with several extended warranty and maintenance plan options. They offer a considerable discount off MSRP pricing to Sourcewell participating entities.

Titan Chemical Transfer Solutions, LLC, offers The Blue1 product line including turn-key systems and equipment for DEF, petroleum and alternative energy solutions. Blue1 also provides turnkey installation services and environmental services such as underground tank removal, inspections and compliance assistance. With an extensive distributor network across the United States and Canada, they are well equipped to support Sourcewell

Sourcewell

participating entities. Warranties cover all products and extended service contracts are available. Blue1 offers a significant discount off list price.

Western International, Inc., DBA Western Global, manufactures steel double-walled above-ground transportable and stationary fuel storage tanks and dispensing system solutions for handling of fuels, lubricants and other liquids. They cover the product warranty process for all equipment solutions provided irrespective of component manufacturer. Western Global offers a competitive pricing discount with additional volume discounts available.

Upon the above evaluation findings of the Proposal Evaluation Committee, the Sourcewell Chief Procurement Officer made the determination to award of Sourcewell Contract #092920 to:

Dover Fueling	092920-DVR
E.J. Ward, Inc.	092920-EJW
Gilbarco	092920-GVR
Graco	092920-GRC
JF Petroleum	092920-JFA
Multiforce	092920-MTF
Syn-Tech	092920-SYS
Titan Chemical	092920-TAN
Western Global	092920-WST

The preceding recommendations were approved on November 19, 2020.

DocuSigned by:

Greg Grunig

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Greg Grunig, Procurement Lead Analyst

DocuSigned by:

Carol Jackson

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Carol Jackson, Procurement Analyst

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Michael Munoz

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Michael Munoz, CPPB, Procurement Analyst

DocuSigned by:

Nick Scholer

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Nick Scholer, Procurement Analyst

Sourcewell

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #092920 for Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:

Jeremy Schwartz

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Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

REGULAR MEETING MINUTES OF THE SOURCEWELL BOARD OF DIRECTORS

Tuesday, February 18, 2020
Conference Room 3 & 4
202 12th St. NE, Staples, MN 56479

Chair Wilson called the Regular Board meeting to order at 6:16p.m. with the following members present: Greg Zylka, Scott Veronen, Ryan Thomas, Sharon Thiel, Mark Gerbi, Sara Nagel, Linda Arts and Mike Wilson. Also present were Paul Brownlow, Verndale Public Schools, and Simoine Bolin, Mid-State Education District, Ex-Officios; Chad Coauette, Mike Carlson, Susan Nanik, Marcus Miller, Paul Drange, Jeremy Schwartz, Travis Bautz, Jamie Loken, Ali O'Day, Chris Klein, and Danielle Wadsworth, Sourcewell staff; Dan Domenech, American Association of School Administrators, Guest.

Ms. Nagel moved, seconded by Mr. Thomas to accept the agenda as presented. Motion carried.

Mr. Zylka moved, seconded by Ms. Thiel to accept the minutes of the Regular Board Meeting held on January 21, 2020. Motion carried.

Mr. Carlson presented the monthly Financial Reports.

Ms. Thiel moved, seconded by Mr. Thomas to approve the Resolution of Signed Authority. Motion carried.

Mr. Veronen moved, seconded by Mr. Zylka to approve the Check Register, Wire Transfer activity, and Wire Transfer-Employee Expense reimbursements as detailed in the batch reports dated February 12, 2020. Motion carried.

Mr. Veronen moved, seconded by Ms. Nagel to accept the Consent Agenda as follows:

- Updated Membership Agreements Members added January 1-31, 2019
- Resolution to approve permission to solicit the following category:
 - a. Fuel and Fluid Storage Systems, Equipment and Technology
- Resolution to approve permission to re-solicit the following categories:
 - a. Public Sector Administrative-Related Software Solutions
 - b. Rental Equipment
- Higher Education Procurement Internship Program Agreement for Illinois Institutions
- Interlocal Cooperative Agreement with Becker County
- Interlocal Agreement with Douglas County

Motion carried.

Ms. O'Day gave a day in the life of a Sourcewell employee presentation on her role as a Marketing Project Coordinator.

Mr. Schwartz gave an update on the Operations, Procurement, and Information and Communications Technology Departments and contracts awarded in January as noted in Appendix A.

Mr. Zylka moved, seconded by Ms. Thiel to approve the Resolution to Approve Ratification of Cooperative Contracting Awards. Motion carried.

Mr. Bautz gave an update on the Membership and Marketing Departments.

Mr. Drange gave an update on the Regional Programs Department.

Ms. Nanik gave an update on the Facilities and Human Resource Departments.

Mr. Carlson gave an update on the Finance and Risk Management Departments.

Mr. Miller gave an update on the Government Relations and General Counsel Departments.

Mr. Veronen moved, seconded by Ms. Nagel to approve the Personnel Recommendations. Motion carried.

Dr. Coauette gave an update on State/National Associations and Partnerships.

Mr. Zylka moved, seconded by Mr. Thomas to adjourn the meeting at 8:16 p.m. Motion carried.

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - February 2020

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Fee Management and Online Payment Portal Software Solutions

Fuel and Fluid Storage Systems, Equipment and Technology

Requesting Board permission to Re-Solicit the following categories:

Public Sector Administrative-Related Software Solutions

Rental Equipment

NEW CONTRACTS

PPG Architectural Finishes	121219-PPG	"Paint with Related Supplies, Equipment, and Services"
The Sherwin-Williams Company	121219-SHW	"Paint with Related Supplies, Equipment, and Services"
5th YEAR RENEWALS (CONTRACT EXTENSIONS)		
Bentley Mills	121715-BPS	"Flooring with Related Equipment"
Interface Americas	121715-IFA	"Flooring with Related Equipment"
Mannington Mills, Inc.	121715-MMI	"Flooring with Related Equipment"
Masland Contract	121715-MAS	"Flooring with Related Equipment"
Mohawk Carpet Distribution	121715-MCD	"Flooring with Related Equipment"
Shaw Industries	121715-SII	"Flooring with Related Equipment"
Tarkett USA, Inc.	121715-TFU	"Flooring with Related Equipment"
Acro Service Corporation	020817-ACR	"Managed Service Provider for I.T."
GPS Insight, LLC	022217-GPI	"Fleet Management and Related Technology"

NEW eziQC CONTRACTS

State of New York - Long Island

Volmar Construction, Inc.	LI01-GC-012920-VOL	General Construction
Polaris Electrical Construction Corp.	LI01-E-012920-PEC	Electrical Construction

State of New York - New York City

Gryphon Construction Inc.	NYC01-GC-012920-GCI	General Construction
Polaris Electrical Construction Corp.	NYC01-E-012920-PEC	Electrical Construction
Pro Con Group, Inc.	NYC02-GC-012920-PCG	General Construction
Wade Electric Incorporated	NYC02-E-012920-WEI	Electrical Construction

State of Texas - Central Texas Area

JAMCO Ventures, LLC	TX-CT-GC-121819-JAM	General Construction
Centennial Contractors Enterprises	TX-CT-GC-121819-CCE	General Construction
F.H. Paschen	TX-CT-GC-121819-FHP	General Construction
TMG Contracting, LLC	TX-CT-GC-121819-TCL	General Construction
Amstar, Inc.	TX-CT-GC-121819-AMS	General Construction
Veliz Company, LLC	TX-CT-GC-121819-VCL	General Construction
Doyle Electric, LLC	TX-CT-GC-121819-DEL	General Construction
The Pounds Group, LLC	TX-CT-GC-121819-SUL	General Construction
Core Construction Services of Texas	TX-CT-GC-121819-CCT	General Construction
Platinum Roofing, LLC	TX-CT-R-121819-PLR	Roofing
JAMCO Ventures, LLC	TX-CT-RC-121819-JAM	Roofing
RoofConnect Logistics, Inc.	TX-CT-R-121819-RCL	Roofing
JAMCO Ventures, LLC	TX-CT-APC-121819-JAM	Asphalt/Paving/Concrete
Doyle Electric, LLC	TX-CT-E-121819-DEL	Electrical
JAMCO Ventures, LLC	TX-CT-P-121819-JAM	Painting
JAMCO Ventures, LLC	TX-CT-F-121819-JAM	Flooring
JAMCO Ventures, LLC	TX-CT-W-121819-JAM	Waterproofing

State of Texas - West Texas Area

Veliz Company, LLC	TX-WT-GC-121819-VCL	General Construction
F.H. Paschen	TX-WT-GC-121819-FHP	General Construction
Amstar, Inc.	TX-WT-GC-121819-AMS	General Construction
Core Construction Services of Texas	TX-WT-GC-121819-CCT	General Construction
RoofConnect Logistics, Inc.	TX-WT-R-121819-RCL	Roofing

State of Texas - Permian Basin Area

Veliz Company, LLC	TX-PB-GC-121819-VCL	General Construction
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F.H. Paschen	TX-PB-GC-121819-FHP	<i>General Construction</i>
Tommy Klein Construction	TX-PB-GC-121819-TKL	<i>General Construction</i>
Amstar, Inc.	TX-PB-GC-121819-AMS	<i>General Construction</i>
Core Construction Services of Texas	TX-PB-GC-121819-CCT	<i>General Construction</i>
eziQC RENEWALS		
Astra Construction Services, LLC	FL-SWA-GC04-121918-ACS	<i>General Construction</i>
Advanced Roofing, Inc.	FL-SWA-R01-121918-ADR	<i>Roofing Construction</i>
Advanced Roofing, Inc.	FL-ECA-R01-121918-ADR	<i>Roofing Construction</i>
LEE Construction Group, Inc.	FL-ECA-GC02-121918-LCI	<i>General Construction</i>
LEE Construction Group, Inc.	FL-SWA-GC02-121918-LCI	<i>General Construction</i>
McKenzie Contracting, LLC	FL-ECA-UG1-121918-MCL	<i>Underground Construction</i>
Johnson-Laux Construction, LLC	FL-SWA-GC03-121918-JLC	<i>General Construction</i>
McKenzie Contracting, LLC	FL-SWA-UG1-121918-MCL	<i>Underground Construction</i>
Johnson-Laux Construction, LLC	FL-ECA-GC03-121918-JLC	<i>General Construction</i>
Astra Construction Services, LLC	FL-ECA-GC04-121918-ACS	<i>General Construction</i>
Shiff Construction & Development, Inc.	FL-SWA-GC01-121918-SCD	<i>General Construction</i>
Shiff Construction & Development, Inc.	FL-ECA-GC01-121918-SCD	<i>General Construction</i>
Whalen Electric, LLC	OHGCDAEOMB-013018-WHE	<i>Electrical Construction</i>
The Lusk Group	OHGCDAGCOMA-013018-LUS	<i>General Construction</i>
F.H. Paschen, S.N. Nielsen & Associates, LLC	OHGCDAGCOMB-013018-FHP	<i>General Construction</i>
The Lusk Group	OHGCDAEOMA-013018-LUS	<i>Electrical Construction</i>
The Lusk Group	OHGCDAHVOMA-013018-LUS	<i>HVAC Construction</i>
The Lusk Group	OHGCDAROMA-013018-LUS	<i>Roofing Construction</i>
The Lusk Group	OHGCDACOMA-013018-LUS	<i>Concrete Construction</i>
Perkins / Carmack Construction, LLC	OHGCDAGCOMC-013018-PCC	<i>General Construction</i>
Perkins / Carmack Construction, LLC	OHGCDACOMB-013018-PCC	<i>Concrete Construction</i>
Custom Controls Group	OHGCDAGCOMD-013018-CCG	<i>General Construction</i>
Custom Controls Group	OHGCDAROMB-013018-CCG	<i>Roofing Construction</i>
Custom Controls Group	OHGCDAHVOMB-013018-CCG	<i>HVAC Construction</i>
Westside Paving & Excavating, Inc.	OHGCDAAPOMA-013018-WPE	<i>Asphalt Paving Construction</i>
Westside Paving & Excavating, Inc.	OHGCDAWUIOMA-013018-WPE	<i>Water Sewer Underground Infrastructure</i>
Universal Contracting Corporation	OHGCDAGCOME-013018-UCC	<i>General Construction</i>

**SOURCEWELL
STATE OF MINNESOTA**



Member Sharon Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2020-32

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell’s cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members’ legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Greg Zylka and the following voted in favor: (list names here)

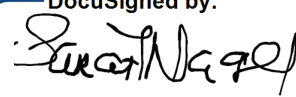
Wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts and Kircher

and the following voted against: (list names here or “NONE”)

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

CF62E09F8AFC4BB

Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS -December 2020
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Plastic Refuse and Recycling Container Solutions and Related Equipment, Supplies and Accessories
Tree and Vegetation Management Equipment, Attachments, and Accessories
Facilities Maintenance Services
Special Education Teletherapy Services

Requesting Board permission to Re-Solicit the following categories:

Auction Services with Related Solutions (published 12/08/20)
Bulk Solid Waste and Recycling Equipment with Related Services, Accessories and Supplies
Grounds Maintenance Equipment, Attachments, and Accessories

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
MSC Industrial Supply	101320-MSI	"Janitorial Supplies and Equipment with Related Services"
Staples Contract & Commercial, LLC	101320-SCC	"Janitorial Supplies and Equipment with Related Services"
W.W. Grainger, Inc.	101320-WWG	"Janitorial Supplies and Equipment with Related Services"
Dover Fueling Solutions, Inc.	092920-DVR	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
E.J. Ward, Inc.	092920-EJW	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Gilbarco, Inc.	092920-GVR	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Graco, Inc.	092920-GRC	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
JF Petroleum Group	092920-JFA	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Multiforce Systems Corp.	092920-MTF	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Syn-Tech Systems, Inc.	092920-SYS	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Titan Chemical Transfer Solutions, LLC	092920-TAN	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Western Global	092920-WST	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Gilbarco Veeder-Root	022217-GVR	"Fleet Management and Related Technology Solutions"
Synovia Solutions	022217-SSL	"Fleet Management and Related Technology Solutions"
Pitney Bowes	041917-PIT	"Mailing and Postage Equipment with Related Software, Accessories, Services and Supplies"
National Auto Fleet Group	081716-NAF	"Class 6, 7, and 8 Chassis with Related Equipment"
Falcon Road Maintenance	052417-FRM	"Roadway Maintenance Equipment"
Audio Enhancement, Inc.	111616-AEI	"Classroom Audio Technology Equipment with Related Accessories, Services and Supplies"

NEW eziQC CONTRACTS

Company Name	Contract Number	State - Region - Type of Work

eziQC RENEWALS

Company Name	Contract Number	
Minnesota Exteriors, Inc.	MN-TMA-R01-120518-MEI	
Kraus-Anderson Construction Company	MN-SEA-GC03-120518-KRU	
Kraus-Anderson Construction Company	MN-SWA-GC02-120518-KRU	
Kraus-Anderson Construction Company	MN-NCM-GC04-120518-KRU	
Innovative Builders of Alexandria, Inc.	MN-RRV-GC01-120518-IBA	
McDowall Company	MN-RRV-R02-120518-MDC	
Kraus-Anderson Construction Company	MN-IRA-GC02-120518-KRU	
Solid Rock Construction	MN-CMA-GC03-120518-SRC	
Kraus-Anderson Construction Company	MN-TMA-GC05-120518-KRU	
Nor-Son, Inc.	MN-IRA-GC01-120518-NSI	
Nor-Son, Inc.	MN-SEA-GC01-120518-NSI	

Nor-Son, Inc.	MN-TMA-GC02-120518-NSI	
RAK Construction, Inc.	MN-TMA-GC01-120518-RAK	
Solid Rock Construction	MN-TMA-GC03-120518-SRC	
RAK Construction, Inc.	MN-CMA-GC01-120518-RAK	
Nor-Son, Inc.	MN-NCM-GC02-120518-NSI	
Nor-Son, Inc.	MN-CMA-GC02-120518-NSI	
Nor-Son, Inc.	MN-RRV-GC02-120518-NSI	
Nor-Son, Inc.	MN-SWA-GC01-120518-NSI	
Bituminous Roadways, Inc.	MN-TMA-P01-120518-BRI	
McDowall Company	MN-TMA-R02-120518-MDC	
Minnesota Exteriors, Inc.	MN-SEA-R01-120518-MEI	
McDowall Company	MN-IRA-R02-120518-MDC	
Solid Rock Construction	MN-NCM-GC03-120518-SRC	
Minnesota Exteriors, Inc.	MN-CMA-RO1-120518-MEI	
McDowall Company	MN-NCM-R02-120518-MDC	
Kraus-Anderson Construction Company	MN-RRV-GC03-120518-KRU	
L.S. Black Constructors, Inc.	MN-TMA-GC04-120518-LSB	
McDowall Company	MN-CMA-R02-120518-MDC	
McDowall Company	MN-SWA-R02-120518-MDC	
Mid-Minnesota Hot Mix	MN-CMA-P01-120518-MHM	
Minnesota Exteriors, Inc.	MN-NCM-R01-120518-MEI	
Minnesota Exteriors, Inc.	MN-RRV-R01-120518-MEI	
Solid Rock Construction	MN-SEA-GC02-120518-SRC	
Anderson Brothers	MN-NCM-P01-120518-ABC	
Hy-Tec Construction	MN-NCM-GC05-120518-HTC	
Minnesota Exteriors, Inc.	MN-SWA-R01-120518-MEI	
Kraus-Anderson Construction Company	MN-CMA-GC04-120518-KRU	
Minnesota Exteriors, Inc.	MN-IRA-R01-120518-MEI	

E.J. Ward #092920-EJW

Pricing for contract #092920-EJW offers Sourcewell participating agencies 20% discount off list price.

Exhibit B:
Insurance Requirements for EJ Ward
(Fuel Site Upgrades)

Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Cyber Liability Insurance**, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors & Omissions

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than **\$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

a. The Policy shall include, or be endorsed to include, *property damage liability coverage* for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Vendor's insurance coverage shall be primary and non-contributory**. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. This requirement shall also apply to any Excess policies. The City of Stockton does not accept endorsements limiting the Vendor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Vendor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Vendor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Vendor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Vendor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Vendor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability

policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Vendor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Vendor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of contract work.

Verification of Coverage

Vendor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

City of Stockton - 1465 S. Lincoln St., Stockton, CA 95206 - Hardware & Labor (rekv3) - 02-28-2024

Sourcewell #092920-EJW

Upgrade Fuel Management System - Hosted by SimplyFuel Solutions LLC.				
Part #	1465 S. Lincoln St., Stockton, CA 95206 - Model/Description	Qty	Price	Extended
FCT-IOT-10H	10-hose IOT Terminal - Keypad Entry, FOB, CANceiver and TAG use enabled EXCLUDED: Any non standard cellular antenna configuration caused by a local environmental condition outside E.J. Ward control.	1	\$11,371.70	\$11,371.70
KIT-HMDA	Hose Module Kit Dual Antenna	8	\$390.17	\$3,121.32
Part #	1465 S. Lincoln St., Stockton, CA 95206 - Model/Description	Qty	Price	Extended
LABORPM	Project Management (per hour)	8	\$160.00	\$1,280.00
	Furnish materials, labor and equipment for the following scope of work: Obtain APCD Authority to Construct permit and EHD Permit. All other fees will be billed by APCD to be paid by the owner. Install (4) Dispenser Conversion kits. Install (4) Bennett dispenser(s) to utilize existing plumbing and hardware at each dispenser. Utilize existing electrical conduits and wire at each of the (4) dispenser(s). Utilizing existing conduits, install shielded comm wiring to each dispenser back to EJ Ward Terminal. Install owner's existing hanging hardware and dispenser hardware. Start system up, purge lines, meters, and calibrate dispensers to Department of Weight and Measures standards. Provide start up testing with APCD. Install (1) EJ Ward Fuel Management System, utilizing power and dispenser new communication wiring Remove (4) existing dispenser(s), haul offsite, and dispose of it/them.	1	\$134,812.84	\$134,812.84
	Hardware: (2) 37112SNS-SGCFC2-ANBPJ2NNSN-NAW Model: 3712SNS-9 - 1 Prod. / 2 Hose(s) / 2 Side(s) / Standard Flow / Suction Pump / High Hose - Cover / Front Mount / Totalizers / Gallons / Pulse Output / Jbox / Black End Column / White Lower Door (Gasoline) / Standard / Product 1: 106241 / Warranty: 1 Year (2) 37112SNS-SGCFC2-ANBPJ2NNSN-NAW Model: 3712SNS-9 - 1 Prod. / 2 Hose(s) / 2 Side(s) / Standard Flow / Suction Pump / High Hose - Cover / Front Mount / Totalizers / Gallons / Pulse Output / Jbox / Black End Column / Green Lower Door (Diesel) / Standard / Product 1: 106241 / Warranty: 1 Year (4) VST-012096 - 12 Inch x 8 Foot ENVIRO-LOC EVR Platinum Combo Balance Hanging Hardware Kit Curb Pump Hose, With Breakway And Nozzle (4) Bravo Conversion Kits NV-B2000-OPP (8) D-HW Decal Health Warning (4) VR-A-800-952-5558 Nozzle Operation Decal w/ Carb Contract Info (8) No Smoking Signs	1	Included	Included
	Shipping and Handling	1	\$3,041.18	\$3,041.18
	Sales Tax	1	\$5,742.35	\$5,742.35
			Total	\$159,369.38

Notes: 1. Quote valid until 7-1-2024

City of Stockton- 2500 Navy Dr., Stockton, CA 95206 - Hardware & Labor (rekv3) - 02-19-2024

Sourcewell #092920-EJW

Part #	2500 Navy Dr., Stockton, CA 95206 - Model/Description	Qty	Price	Extended
FCT-IOT-5H	5-hose Cellular IOT Terminal - Keypad Entry, FOB, CANceiver and TAG use enabled EXCLUDED: Any non standard cellular antenna configuration caused by a local environmental condition outside E.J. Ward control.	1	\$10,660.97	\$10,660.97
KIT-HMDA	Hose Module Kit Dual Antenna	1	\$390.17	\$390.17
Part #	2500 Navy Dr., Stockton, CA 95206 - Model/Description	Qty	Price	Extended
LABORPM	Project Management (per hour)	8	\$160.00	\$1,280.00
	Obtain APCD Authority to Construct permit. All other fees will be billed by APCD to be paid by the owner. Install (1) Bravo Pedestal – Mount for Bennett Dispenser Sump. Install (1) Single dispenser to utilize existing plumbing and hardware at each dispenser. Utilize existing electrical conduits and wire at the existing pumping unit. Utilizing existing conduit, install shielded comm wiring for dispenser to EJ Ward unit. Install owner's existing hanging hardware and dispenser hardware. Start system up, purge lines, meters, and calibrate dispensers to Department of Weight and Measures standards. Provide start up testing with APCD. Install (1) EJ Ward Fuel Management System, utilizing existing power and dispenser communication wiring. Remove (1) existing dispenser(s), haul offsite, and dispose of it/them.	1	\$53,411.94	\$53,411.94
	Hardware: (1) 3711SNP-SGLF1-ANNPJ2NNHNS-NAG Model:3711 sns-2 - 1 Prod. / 1 Hose(s) / 1 Side(s) / Standard Flow / Suction Pump / Low Hose / Front Mount / Totalizers / Gallons / Pulse Output / Jbox / Black End Column / Green Lower Door (Diesel) / Solenoid Valve / Product 1: 106239 / Warranty: 1 Year (1) 3712SNS-SGLS2-ANNPJ2NNHNS-NAW Model: 3712SNS-5 - 1 Prod. / 2 Hose(s) / 2 Side(s) / Standard Flow / Suction Pump / Low Hose / Side Mount / Totalizers / Gallons / Pulse Output / Jbox / Black End Column / White Lower Door (Gasoline) / Standard / Product1: 106241 / Warranty:1 Year (2) A6430-1 Bravo Pedestal-mount for Bennett 3000 above-ground dispenser sump epoxy galvanized steel (Bennett 3711-SNR-17) (2) BK-1011 Bravo Boss-mount bracket for B1000 and stabilizer bar for 11" wide assembly with hardware. Gasboy Atlas model & Bennett (2) K-52 Bravo (BRKT-8600-52-ADR) Bravo Kit for Gasboy and Tokheim 52 Valve Mounting Kit Valve requires BK 6000 type brackets Includes (2) 5" long, 7/16" all thread, Grade 8 bolts, (4) Grade 8 nuts and (4) 7/16" washer (2) B-33-3-2-1 1/2" Bravo Flexible 3", 2", and 1-1/2" combination fitting; includes BR-2x1-1/2" insert (2) B-17 Bravo 3/4", 1" galvanized conduit, single-sided flexible entry boot (2) EB-664-302-01 Franklin Pressure regulator valve male adapter top (1) D-HW Decal Health Warning (1) VR-A-800-952-5558 Nozzle Operation Decal w/Carb Contract Info (2) No Smoking Signs	1	Included	Included
	Shipping and Handling	1	\$1,364.71	\$1,364.71
	Sales Tax	1	\$2,174.25	\$2,174.25
			Total	\$69,282.03

Notes: 1. Quote valid until 7-1-2024

City of Stockton- 22 E. Market Street, Stockton, CA 95202 - Hardware & Labor (rekv3) - 02-19-2024

Sourcewell #092920-EJW

Part #	22 E. Market Street, Stockton, CA 95202 - Model/Description	Qty	Price	Extended
FCT-IOT-5H	5-hose Cellular IOT Terminal - Keypad Entry, FOB, CANceiver and TAG use enabled EXCLUDED: Any non standard cellular antenna configuration caused by a local environmental condition outside E.J. Ward control.	1	\$10,660.97	\$10,660.97
KIT-HMDA	Hose Module Kit Dual Antenna	1	\$390.17	\$390.17
Part #	22 E. Market Street, Stockton, CA 95202 - Model/Description	Qty	Price	Extended
LABORPM	Project Management (per hour)	8	\$160.00	\$1,280.00
	Obtain APCD Authority to Construct permit. All other fees will be billed by APCD to be paid by the owner. Install (2) Above Ground Dispenser Containments and anchor Install (2) Suction Pumps to utilize existing plumbing and hardware at each dispenser. Utilize existing electrical conduits and wire at each of the (2) dispensers, utilizing existing conduit, install dispenser shielded comm wiring from dispenser to E.J. Ward unit. Install owner's existing hanging hardware and dispenser hardware. Start system up, purge lines, meters, and calibrate dispensers to Department of Weight and Measures standards. Provide start up testing with APCD. Install (1) E.J. Ward Fuel Management System, utilizing existing power and dispenser communication wiring. Remove (1) existing dispenser(s), haul offsite, and dispose of it/them.	1	\$49,649.43	\$49,649.43
	Hardware: (1) 3712SNS-SGLS2-ANNPJ2NNHNS-NAW Model: 3712SNS-5 - 1 Prod. / 1 Hose(s) / 1 Side(s) / Standard Flow / Suction Pump / Low Hose / Front Mount / Totalizers / Gallons / Pulse Output / Jbox / Black End Column / White Lower Door (Gasoline) / Standard / Product 1: 10241 / Warranty: 1 Year (1) 3711SNP-SGLF1-ANNPJ2NNHNS-NAG Model: 3711sns-2 - 1 Prod. / 1 Hose(s) / 1 Side(s) / Standard Flow / Suction Pump / Low Hose / Front Mount / Totalizers / Gallons / Pulse Output / Jbox / Black End Column / Green Lower Door (Diesel / Solenoid Valve / Product 1: 106239 / Warranty: 1 Year (2) A6430-1 Bravo Pedestal-mount for Bennett 3000 above-ground dispenser sump epoxy galvanized steel (Bennett 3711-SNR-17) (2) BK-1011 Bravo Boss-mount bracket for B1000 and stabilizer bar for 11" wide assembly with hardware. Gasboy Atlas model & Bennett (2) K-52 Bravo (BRKT-8600-52-ADR) Bravo Kit for Gasboy and Tokheim 52 Valve Mounting Kit Valve requires BK 6000 type brackets Includes (2) 5" long, 7/16" all thread, Grade 8 bolts, (4) Grade 8 nuts and (4) 7/16" washer (2) B-33-3-2-1 1/2" Bravo Flexible 3", 2", and 1-1/2" combination fitting; includes BR-2x1-1/2" insert (2) B-17 Bravo 3/4", 1" galvanized conduit, single-sided flexible entry boot (2) EB-664-302-01 Franklin Pressure regulator valve male adapter top (4) D-HW Decal Health Warning (2) VR-A-800-952-5558 Nozzle Operation Decal w/Carb Contract Info (4) No Smoking Signs	1	Included	Included
	Shipping and Handling	1	\$1,864.71	\$1,864.71
	Sales Tax	1	\$1,661.82	\$1,661.82
Notes: 1. Quote valid until 7-1-2024			Total	\$65,507.09

City of Stockton - (3) locations - Hardware & Labor	Total	\$294,158.50
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