

**MASTER AGREEMENT #081524****CATEGORY: Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services****SUPPLIER: Acterra Group, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Acterra Group, LLC, 200 35th Street, Marion, IA 52302 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

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

- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or

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

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or

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

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

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

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

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

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further

certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

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

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

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

- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person

authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

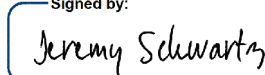
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

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

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

Sourcewell

Acterra Group, LLC

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/18/2024 | 9:23 AM CST

Signed by:

By: 489248045C6B406...
Tad Christopher Cooper
Title: CEO
Date: 11/18/2024 | 8:02 AM CST

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

Vendor Details

Company Name: Acterra Group, Inc.
Address: PO Box 160
2
MARION, IA 52302
Contact: Tad Cooper
Email: tcc@acterragroup.net
Phone: 319-377-6357 141
Fax: 319-377-0085
HST#: 42-0937212

Submission Details

Created On: Wednesday August 14, 2024 07:08:18
Submitted On: Thursday August 15, 2024 09:39:13
Submitted By: Tad Cooper
Email: tcc@acterragroup.net
Transaction #: f0c0ea5f-61f6-4ce2-a5c1-ba2473e245c9
Submitter's IP Address: 207.191.207.6

Specifications

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

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

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

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Acterra Group, LLC (name changed in 2023)
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	None
4	Provide your CAGE code or Unique Entity Identifier (SAM):	9GXM8 / MXH2M68JYF79
5	Provide your NAICS code applicable to Solutions proposed.	237120 Pipeline Repair 332420 Metal Tank (Heavy Gauge)
6	Proposer Physical Address:	200 35th Street Marion, IA 52302
7	Proposer website address (or addresses):	www.acterragroup.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Tad Christopher Cooper, CEO PO Box 160, Marion, IA 52302 tcc@acterragroup.net 319-377-6357 x141
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Tad Christopher Cooper, CEO PO Box 160, Marion, IA 52302 tcc@acterragroup.net 319-377-6357 x141
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Kidron Knox, COO PO Box 160, Marion, IA 52302 kidron.knox@acterragroup.net 319-377-7357 x123 Tony Cooper, VP PO Box 160, Marion, IA 52302 tac@acterragroup.net 319-377-6357 x128

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>The Acterra Group, LLC was formed in 2022 out of an asset purchase agreement between the owners of Acterra Group, Inc. of Marion, Iowa and investment funds managed by Brass Ring Capital of Minneapolis, Minnesota, and DVG Partners of Houston, Texas. The Acterra brand has been active in petroleum equipment and fuel storage tanks since 1958.</p> <p>Acterra Group Mission Statement: "We fuel the growth of our customers and the Acterra Group team by providing the highest quality fuels systems, services, and equipment."</p> <p>Acterra Group Vision Statement: "Acterra is one of the nation's leading service and installation providers for government and industrial fueling systems."</p> <p>Acterra Group Values: Accountability: We own our decisions and outcomes. Customer Service: Take responsibility with a customer service mindset. Teamwork: Working cohesively, collaboratively, constructively, and with transparency as a team. Excellence: We are obsessed with our customer experience. Responsive: Quickly address customer support requests. Reliable Partners: Keep our promises and handle customer concerns effectively. Action Oriented: Immediately address challenges and seize opportunities with speed and accuracy.</p> <p>The Acterra Group has been active in industry specific trade organizations for over 50 years of it's existence. Currently, Acterra is active in the Petroleum Equipment Institute (PEI) and Steel Tank Institute (STI). Both organizations are very well known throughout the Petroleum Equipment and Steel Tank industry. Our management has previously and currently held officer and board positions with both groups. It is the belief of Acterra, such organizations give us access to the latest technologies in the industry and regulatory issues facing our industry.</p> <p>As a distributor of petroleum equipment products, we currently represent over 50 major manufacturer's in the petroleum industry. Many of these relationships date well over 40+ years.</p> <p>As a current member of the Steel Tank Institute (STI), Acterra licenses STI tank technologies for fabrication and sale to our customers. This allows our customers to obtain state of the art tank technology with UL approvals and well known to regulators.</p>	*
12	What are your company's expectations in the event of an award?	Acterra Group expects to provide quality, cost-effective aboveground storage tanks and equipment to a variety of new government customers.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION	<p>The Acterra Group has total assets of \$15.426M at the end of June 2024. A current financial statement is attached.</p> <p>Acterra Group currently maintains an aggregate bonding capacity of \$15,000,000.</p>	*
14	What is your US market share for the solutions that you are proposing?	The Acterra Group's market share is below 1% for the items being proposed.	*
15	What is your Canadian market share for the solutions that you are proposing?	0	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>1. Manufacturer: Acterra Group is a steel tank manufacturer. Currently, Acterra maintains inside and outside sales people to process orders and meet with customers regarding their specific tank requirements and needs. We maintain an inventory system of standard tanks plus we provide custom tank applications for Asphalt Storage, Aviation & Jet Fuel, and Chemical Storage.</p> <p>2. Distributor: The Acterra Group is a distributor for over 50 petroleum related entities.</p> <p>3. Service Provider: Acterra Group provides repair and maintenance services for petroleum products. Acterra employes factory trained and certified technicians specializing in the repair or petroleum equipment products. Our field teams specialize in government fueling repair and maintenance.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>OPW Fuel Management Certification Veeder-Root Red Jacket Pump Installer Certification Veeder-Root TLS Installer Certification Gasboy Fueling Dispenser Technician Certification PIUSI 2.0 Certification FuelMaster Installation Certification GIR Fuel Management Installation Certification Aboveground Storage Tank Installer (multiple states)</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>None</p>	*
20	<p>Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.</p>	<p>None</p>	
21	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Steel Tank Institute: Safety Diamond Club Award 2023 Safety Award of Excellence 2023</p>	*
22	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>50</p>	*
23	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>2</p>	*
24	<p>List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?</p>	<p>State of Iowa - Department of Transportation Petroleum Service: \$31,400 annually City of Cedar Rapids Petroleum Service: \$16,000 annually</p>	*
25	<p>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?</p>	<p>The Acterra Group was awarded contract 47QSMS24D004B effective March 24, 2024 - March 23, 2029. The contract included the following SIN:</p> <p>561210FAC - Facilities Maintenance and Management 332311 - Above Ground Storage Tanks/Systems 238910 - Installation and Site Preparation Services 333914 - Fuel Management Systems</p>	*

Table 2A: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Cedar Rapids, Iowa	Tina Wickman	319-286-5866	*
Iowa Department of Transportation	James Hanson Jean Gustafson	515-766-9780 515-239-1173	*
Kirkwood Community College	Kris Rausch	319-431-9043	*
Colorado Springs Utilities	Michael Nepl	719-669-3873	
University of Iowa	Mike Wadle	319-936-5042	

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

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 *
27	Sales force.	Current sales force consists of Inside Sales, Outside Sales, and Sales Engineers located in five locations. We also maintain an online store which will be directly available to all Sourcwell clients. The store is available 24 hours per day and is monitored accordingly as orders are placed. A Sourcwell Account Manager will be designated to ensure all Sourcwell related orders are managed appropriately. Inside Sales: 10 Outside Sales:5 Estimators: 6
28	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Acterra Group is a steel tank manufacturer and provides direct sales of tanks to all customers. Tank availability depends on size and specific product to be stored. Tank equipment is sourced through our Iowa warehouses or shipped directly from manufacturers.
29	Service force.	Acterra maintains factory trained service technicians based in office and remote locations throughout the East Coast, Midwest and Western United States. Our technicians are factory certified with the US petroleum equipment manufacturers we currently represent. These include GIR, Gasboy, OPW, Gilbarco, Veeder-Root, and FuelMaster.
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All Sourcwell orders will be processed through the Acterra - Sourcwell sales consultant. All orders will be through Acterra without any distributors or dealers.
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Acterra customer service provides a 24 hour response system through our digital paging system. The system is monitored by a live Acterra employee. We strive to provide service within 24 hours of any request, geography dependent. All orders are processed as soon as received. Any items in stock are shipped out the same day, if the order is received by 2 pm CST. Non-stock items are typically shipped to the customer between 7-21 days. Large items, such as aboveground tanks, may require longer lead times up to 8-10 weeks. Any returns will be processed with 7 days of equipment return and credit closeout will be no longer than 30 days.
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	Acterra is currently providing services and equipment in nearly all regions of the US. Our products have been sold and utilized throughout the US. Acterra can support Sourcwell participating agencies in the United States.
33	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Acterra is willing to provide services to Canada. All products can be provided to Canada. At this time we are not providing such services due to the availability of products in these regions and our current business.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Acterra plans to provide services the entire US as needed. Equipment can be provided to both the US and Canada.
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Not applicable
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Transportation costs will need to be verified based on the locations being in Hawaii and Alaska. Some equipment items may not be appropriate for weather conditions in Alaska and may need to be substituted.
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Acterra plans to utilize digital marketing to promote the Sourcewell contract opportunity. Weekly, Monthly, and Quarterly email campaigns will provide information direct to Sourcewell participants. These email campaigns will tie directly to a specific Sourcewell landing page to allow participants to easy understand the product line being offered by Acterra and the contract requirements. Direct Acterra contacts will be available on this page as well.
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Acterra Group currently uses Mailchimp and Dynamics 365 to measure performance of digital marketing. Specific Sourcewell digital email and text campaigns will be developed to determine the marketing penetration and actual consumption of each campaign. A Sourcewell specific landing page will be utilized to track the customer's connection to the campaign and specific information obtained for future follow up by Acterra personnel. The digital marketing will lead the users directly to Acterra's online ordering system for easy purchasing.
40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell's role should be to vet the specific vendors prior to entering into a contract. Specific product and service marketing will be Acterra Group's responsibility once awarded. Acterra will utilize a Contract Manager to oversee all activities regarding the Sourcewell contract including sales activities. Acterra staff will all be trained on the Sourcewell contract and communicate to any potential government and education customers, the availability of the contract. Acterra's Sourcewell Account Manager will be the lead contact for all Sourcewell related contracts.
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Acterra Group currently operates an online store, www.acterragroup.net. The site is tied to our inventory management ERP, Microsoft Dynamics. Items being sold to Sourcewell will be listed for purchase on this site. Government and educational customers will be able to open specific accounts on this site to gain access to Sourcewell specific pricing.

Table 5: Value-Added Attributes (100 Points)

Line Item	Question	Response *
42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Product training can be provided for all equipment sold to Sourcewell participating entities. This can include on-site or web based training. Training costs are extra to any equipment to be sold. These costs can be quoted at the time of purchased based on customer need and experience. Many online training options are now available at little or no cost to the end user.
43	Describe any technological advances that your proposed Solutions offer.	Fireguard Tanks: <ul style="list-style-type: none"> • Insulates product in tank from ambient temperature variations, reducing emissions to the environment • Primary and secondary tank can be tightness tested on site with standard testing procedures, unlike other designs • Steel outer wall provides low cost maintenance and protection from weathering • Primary storage tank and secondary containment compatible with a wide range of fuels and chemicals, including biodiesel and ethanol • Support designs available for all seismic requirements • Interstitial space can be monitored for leak detection • Meets temperature requirements when the furnace test was extended to 4 hours • UL 2085 Listed "Protected" tank • Ballistics and Impact protection per UL 2085 • Both the inner and outer steel tanks are built to UL standards • National Fire Protection Association (NFPA) 30 & 30A • International Fire Code (IFC) • California Air Resources Board (CARB) Standing Loss Control testing requirements for air emissions • Steel Tank Institute (STI) Standard F941 for Protected Aboveground Storage Tanks
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	All steel utilized in the fabrication of Acterra Group aboveground storage tanks is American made steel and certified as recyclable.

45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All steel utilized in the fabrication of Acterra Group aboveground storage tanks is American made steel and certified as recyclable.	*
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>The Acterra Group provides turn-key services for Aboveground Storage Tank Systems. The Acterra team can consults on equipment, design specific systems, fabricates the storage tanks, installs the systems, and provide maintenance through the life of the asset.</p> <p>Our diversification and breadth of experience (over 60 years of business in the Petroleum Equipment and Steel Tank Industry) is our main selling point. We partner with our customers by providing a complete product line to serve their aboveground storage tank equipment needs.</p>	*
47	Describe the security system in place for protecting and controlling access to your solutions.	Access Control: Acterra secure access policies are used to verify user identity and provide system access. System access is determined by job description. The Cyberclan Avanan system along with Microsoft Office for email review and remediation.	
48	Describe how you will secure any participating entities' data captured during transactions.	Electronic financial data (credit cards) are captured through the payment gateway authorize.net. This system uses Advanced Fraud Detection to identify, manage and prevent potentially fraudulent transactions. The access to this system is limited by job description.	
49	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	<p>Storing fuel onsite allows operations to work without interruptions, extending run times and reducing costs.</p> <p>Increase productivity and efficiency: Bulk storage tanks allow you to hold large volumes of fuel on site so a site is less likely to run out and productivity can improve or remain at a high standard. Off site fueling takes more time and resources vs on-site.</p> <p>Reduce your costs: Buying on a bulk contract is more cost effective than retail. With a bulk fuel storage tank, you can save money over time and ensure you have reliable and constant access to high-quality fuel.</p> <p>Bulk fuel storage tanks are a great option for those seeking long-term solutions. A stationary, onsite bulk tank for fleet yards or remote locations ensures the fuel you need is easy to access.</p> <p>Reduce the risk of fuel theft: Storing fuel on-site ensures your business can monitor who uses the fuel and who has access so you don't experience theft. In addition, you can add a fuel monitoring, purchasing, and management systems to aboveground fuel tank systems to enhance security and prevent theft.</p>	
50	Describe how you work with participating entities to ensure all relevant environmental regulations and environmental best practices are followed.	Acterra works directly with state and local environmental and fire officials in the various regions. Our teams are well versed in NFPA fire codes and various state aboveground storage tank requirements. We have shipped and/or installed systems in nearly every US state.	
51	Describe your capabilities and processes for design, site assessment, site preparation, installation, and SPCC planning. (Spill, Prevention, Control, Containment)	<p>The Acterra Group provides turn-key services for Aboveground Storage Tank Systems. The Acterra team can consults on equipment, design specific systems, fabricates the storage tanks, installs the systems, and provide maintenance through the life of the asset.</p> <p>Acterra has provided SPCC planning along with STI SP001 tank inspection services.</p>	
52	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	None	

Table 5A: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
53	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
55		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
56		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
57		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
58		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
59		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	
60		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
61		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *

62	Describe your payment terms and accepted payment methods.	<p>Unless otherwise stated on the Proposal or any Seller invoice, all amounts are due 10 days from the date of the invoice. Any amount not paid when due shall accrue interest at the lesser of 1½% per month or the highest rate allowed by law. All payments shall be made at the office of Seller set forth below unless otherwise stated on the Proposal. Notwithstanding any other provision hereof or on any invoice, Seller has the right to require a deposit, total prepayment or irrevocable letter of credit for the Contract price. If payment is not made when due, Seller reserves the right to demand immediate payment in full for all outstanding invoices and work-in process. Delivery of Goods to Acterra's plant for purpose of convenience or coordination shall be considered "delivery" for billing purposes. If a delay in shipment of Goods or performance of Services is requested by Purchaser, Acterra shall have the right to invoice the Goods which have been identified to the Contract and all Services performed to date; and if shipment is delayed for more than 60 days at the request of Purchaser, Seller shall have the right to charge a reasonable fee for the storage of such Goods. Seller reserves the right to make delivery in two (2) or more lots and Acterra may invoice for each delivery separately. A down payment of a minimum of ten percent (10%) of the contract price may be considered acceptance of the terms and conditions. This down payment will be considered payment of the last percentage of the project billing with progressive billing for the remaining contract. Progressive billings shall be made not to exceed labor, equipment, and services to date. Delivery to our plant for purpose of convenience or coordination shall be considered "delivery" for billing purposes. Purchaser shall be solely responsible for and shall pay all applicable sales, use, excise, governmental surcharge and other taxes (including penalties and interest) levied in connection with this Contract. The Contract price does not include any applicable taxes except as specified and Acterra may invoice for the same by a subsequent or supplemental invoice. If Purchaser is exempt from sales tax, it must provide Seller a current copy of its "Sales Tax "Exemption Certificate" as proof of tax exemption status with the respective State in which the sale is made.</p>	*
63	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Yes, leasing and rental options are available for tank systems. Minimum six (6) month rental required. Capital leases are available.</p>	*
64	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>When an order is placed, whether online or via phone or other communication means, an order is generated with a specific order number for tracking. The order is then processed by Acterra personnel. If items to be ordered are in stock, the order is moved to the shipping department for shipment to the customer. If the item is not in stock or is a custom application, then the equipment items are procured from the appropriate vendor. For tank fabrication, an approval drawing is generated for approval by the customer. Once the approved drawing is received, the custom tank is scheduled for manufacturing. Scheduling of deliveries for tanks and equipment is communicated to the customer as information on the order is received. The Acterra inventory manager follows the status of the order from receipt of the order to the delivery through MS Dynamics GP ERP system for Inventory.</p>	*
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>P-cards are acceptable</p>	*
66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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.	<p>Acterra Group manufactured tanks will be offered at 3% below standard wholesale pricing.</p> <p>Acterra Group is offering fueling equipment from the following manufacturers: OPW, Morrison Brothers, GIR Fuel Management, and Rhino Tuff Tanks. Equipment will be offered at manufacturer's list prices minus 10 percent discount for Sourcwell (list -10). Service and installation labor and expense prices are being offered 10% below standard rates.</p>	*
67	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Discount will be 10% below list pricing for equipment and 3% below standard wholesale for aboveground storage tanks.</p>	*

68	Describe any quantity or volume discounts or rebate programs that you offer.	Tank Volume Discount: 20+ units 5% extra discount Free Freight: Cim-Tek equipment \$1000 order or above Fill-Rite equipment \$4500 order or above Husky Equipment \$3500 order or above Lincoln Equipment \$3500 order or above Morrison Brothers Equipment \$4000 order or above OPW Equipment \$8500 order or above	*
69	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Any items not provided in our pricing proposal, will be provided to Sourcewell at cost +15%.	*
70	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Unless noted, installation of equipment is not included in the pricing of equipment with the exception of tank fueling packages. Estimates for installation will be available based on actual site conditions at the time of ordering. No inspection costs are included in Acterra pricing. Training costs will be quoted at the time of order.	*
71	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs will be added to any orders based upon actual costs unless order qualifies for a free freight discount. Acterra utilizes Fedex for all LTL shipping. For larger shipping and transportation various vendors are utilized based on the geographic location, load size, and availability.	*
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight costs will be added to any orders to Alaska, Hawaii, Canada, and offshore delivery. Acterra utilizes Fedex for all LTL shipping. For larger shipping and transportation various vendors are utilized based on the geographic location, load size, and availability.	*
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Acterra utilizes Fedex for all LTL shipping. For larger shipping and transportation various vendors are utilized based on the geographic location, load size, and availability.	*
74	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	A monthly audit will be conducted internally, by Acterra accounting staff, to ensure Sourcewell pricing is being utilized correctly for participating agencies. Within 20 days of the end of each quarter, a report will be generated and submitted to Sourcewell summarizing the contract sales for the previous quarter. This report will also detail the administrative fee due to Sourcewell.	*
75	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	A monthly audit will be conducted internally, by Acterra accounting staff, to ensure Sourcewell pricing is being utilized correctly for participating agencies. Within 20 days of the end of each quarter, a report will be generated and submitted to Sourcewell summarizing the contract sales for the previous quarter. This report will also detail the administrative fee due to Sourcewell.	*
76	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Acterra Group will pay 1.5% fee based on actual sales, to Sourcewell as an administrative fee.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	N/A

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

Line Item	Question	Response *
78	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>Aboveground tanks: Include UL 142 Tanks, Horizontal Tanks, Vertical Tanks, UL 2080 (Flameshield) tanks, and UL 2085 (Fireguard) tanks. Tank fueling packages are also provided for fuels including gasoline, diesel fuel, aviation fuel, and jet fuel.</p> <p>Aboveground Tank Accessories: AST accessories are included in the products being provided by the Acterra Group. These accessories include Vents, Tank Monitors and Alarms, Valves, and Overfill Protection. Also included are hanging hard equipment such as hoses, nozzles, and hose reels.</p> <p>Fuel Pumps: Fuel pumps and dispensers will be provided by Acterra under the Sourcewell contract. The pumps and dispensers are a variety of continuous duty and limited duty pumps. Also submersible pumps will be provided.</p> <p>Fuel Management: Multiple fuel management options are available depending on price point and size of fuel points.</p> <p>Turn-key installation services can be provided to install aboveground tanks, aboveground tank systems, related equipment.</p> <p>Factory trained service technicians are available for warranty and non-warranty related service issues, with equipment sold through the Sourcewell contract.</p>
79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Aboveground Tanks</p> <p>Tank Vents (emergency and atmospheric)</p> <p>Overfill Protection (overfill valves, fill box and fill containers)</p> <p>Tank Monitors (electric monitors and alarms, liquid level gauges and interstitial monitors)</p> <p>Hanging Hardware (manual & automatic nozzles, hoses, hose reels, hose hangars, breakaways, other hose related equipment)</p> <p>Fuel Management (single and multiple hose management with capabilities for in vehicle diagnostics and wifi)</p> <p>Pumps & Dispensers (Island style suction pumps and dispensers, submersible pumps, tank mounted pumps and dispensers)</p>

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
80	Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, natural gas, and used fluids	<input checked="" type="radio"/> Yes <input type="radio"/> No	Aboveground storage tanks for fuels, oils, DEF
81	Mobile fuel, fluid, and gas storage solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not provided
82	Hardware related to the aboveground storage tanks and mobile storage solutions described in 80 and 81 above, including pedestals, gauges, access or security hardware, monitoring equipment and devices, RFID solutions, dispensers, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Providing turn key services
83	Fuel and fluid management software related to the aboveground storage tanks and mobile storage solutions described in 80-82 above. However, this solicitation should NOT be construed to include "software-only" solutions. Proposers may include related fuel and fluid management software to the extent that the solutions are complementary to the offering of the equipment and products being proposed	<input checked="" type="radio"/> Yes <input type="radio"/> No	Providing turn key services
84	Services related to the solutions described in 80-83 above, including design, site assessment, site preparation, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Providing turn key services

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 85. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Pricing.zip - Thursday August 15, 2024 09:36:49
 - [Financial Strength and Stability](#) - Acterra - Financial Statements_June 2024.pdf - Thursday August 15, 2024 07:33:45
 - [Marketing Plan/Samples](#) - Marketing.zip - Thursday August 15, 2024 08:55:40
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Transaction Documents.zip - Thursday August 15, 2024 07:48:23
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Acterra Group - BOND PRE-QUALIFICATION LETTER - Generic.pdf - Wednesday August 14, 2024 15:38:42

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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 obligations contemplated in the solicitation proposal.

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 1 Fuel Fluid Storage RFP 081524 Thu August 8 2024 07:26 AM	<input checked="" type="checkbox"/>	3