

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Multiforce Systems Corporation, 101 Wall Street, Princeton, NJ 08540 (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

Sourcwell 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 Sourcwell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcwell 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 Sourcwell and Sourcwell will assist with how the Vendor should respond to the request.

## 14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcwell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcwell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcwell 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. Sourcwell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcwell in advertising and promotional materials for the purpose of marketing Sourcwell's relationship with Vendor.
  - b. Vendor grants to Sourcwell 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 Sourcwell.
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



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

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## Vendor Details

Company Name: Multiforce Systems Corporation

Does your company conduct business under any other name? If yes, please state: FuelForce

Address: 101 Wall Street  
Princeton, NJ 08540

Contact: Thomas Bates

Email: tomb@fuelforce.com

Phone: 908-693-7856 102

Fax: 609-683-4835

HST#: 222424161

## Submission Details

Created On: Wednesday August 12, 2020 11:48:56

Submitted On: Tuesday September 29, 2020 16:26:25

Submitted By: Warren Williams Williams

Email: warrenw@fuelforce.com

Transaction #: a181f499-596a-4636-b397-d79ad0127db1

Submitter's IP Address: 47.208.240.248

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Multiforce Systems Corporation
2	Proposer Address:	101 Wall Street Princeton, NJ 08540
3	Proposer website address:	www.fueforce.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):	Thomas M. Bates - President 101 Wall Street Princeton, NJ 08540 tomb@fueforce.com Cell: 908 693-7856 Office: 609 683-4242 Ext 102
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joseph Kuriger 101 Wall Street Princeton, NJ 08540 joek@fueforce.com Cell: 215 380-2386 Office: 609 683-4242 Ext 123
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Keith Griesinger VP Marketing 101 Wall Street Princeton, NJ 08540 609 683-4242 keithg@fueforce.com  Andy Greenberg 4300 S US Hwy 1, Ste. 203 Jupiter, FL 33477 andy@fleetenergymanagers.com 561-859-9500  Warren Williams 101 Wall Street Princeton, NJ 08540 609 683-4242 Ext 141 warrenw@fueforce.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>Multiforce Systems Corporation, founded in 1981, pioneered the concept of an automated fueling system that required no cards, keys, or other input devices for authorization. The first FuelForce® automated fueling system was installed at Houston Lighting and Power Company in 1984. Today, HL&amp;P (now CenterPoint Energy) is still a valued customer running on our current state of the art system. FuelForce® systems are installed at more than 2000 sites across the Country.</p> <p>Multiforce pioneered Windows-based host software and in 1993 was first to utilize a distributed database on the fuel controller, first to utilize high-speed file-based communications protocols for retrieving data from that distributed database, and later first to adapt an SQL database solution.</p> <p>Multiforce has led the way in fuel management solutions, developing Fuelserve.net™, the first cloud-based software as a service (SaaS) in 2007.</p> <p>Our business philosophy is to provide a sustainable solution to our customers' fuel and fluid management needs over a long period of time by providing an upgrade path that keeps them current with the technology and which allows a smooth transition to the everchanging market at an affordable cost. Our solutions must be reliable, flexible, and functional. We focus on integration rather than reinvention. Our core value is solid system design for reliability coupled with excellent customer support.</p> <p>Multiforce offers software support, upgrade software and phone-in consulting through an experienced professional customer service department. Hardware maintenance agreements are also available as optional added value services.</p> <p>Multiforce designs, builds, and maintains its own fuel controllers and designs and develops all its own fuel management software. We specialize in integrating our software and services with other industry fuel and fluid service leaders like the major fleet credit card processors, dispenser manufacturers, tank manufacturers, and providers of fleet management systems, telematics systems, and tank monitoring systems.</p> <p>To propose a comprehensive solution to above ground fuel and fluid storage with related hardware, software, and services, Multiforce has partnered with Fleet Energy Managers (FEM), a Florida-based company. This expands our services to include construction, installation, site remediation, system integration, along with fuel and fluid purchasing. The Multiforce/FEM team also represents third party fuel and fluid equipment providers like Omntec and Centeron tank level monitoring systems, all major pump and dispenser providers, HID IdentifUEL vehicle identification systems, Geotab usage tracking system, as well as U-Fuel and Modern Welding turnkey fuel vending solutions.</p> <p>Multiforce with FEM now offers one stop shopping to meet all the fuel and fluid management needs for any Sourcewell client agency.</p>
8	What are your company's expectations in the event of an award?	<p>We expect to be able to promote our fuel management solutions and compete for proposals with interested prospects who can purchase through Sourcewell avoiding the costly time consuming and inefficient bid process.</p> <p>Sourcewell's Government, Education, and Non-profit agencies form an important and growing segment of our business and we see the award will provide us opportunities every year to compete with our proven, reliable solutions to the transportation energy needs of the industry.</p>

9	<p>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>	<p>Multiforce is a privately held C Corporation with 25 employees that has successfully served the fleet fuel management industry for over 3 decades.</p> <p>As an SBE, we have grown the company by investing in our products and services while maintaining a responsible debt/equity ratio as shown in the attached balance sheets. Using fiscal restraint, we have weathered a major recession 12 years ago and are financially well positioned to handle the current pandemic and period of economic uncertainty.</p> <p>We have established a strong banking relationship as shown in the attached letter from our bank. Our cash position and receivables are consistently strong. We also have a line of credit available through our bank, that is not currently utilized. We carry no other debt. We have kept our operating overhead, essentially flat for the past several years. We have capacity to generate revenue without increasing fixed overhead and we are in year 6 of a 10-year lease on our production and development facility.</p> <p>We believe that the transportation industry will be critical to the recovery of the economy and we are prepared with the products and services offered in this contract to provide our Sourcewell customers with a cost-effective fuel and fluid management solutions.</p> <p>Our partner, FEM, founded by Andrew Greenberg brings additional financial stability to this team. Andy sold Protec, his successful E85 and petroleum distribution company two years ago and is investing in FEM to broaden his scope to all aspects of fuel and fluid solutions. Multiforce and FEM have created a full-service team that designs, engineers, constructs, installs, develops, and rehabilitates fueling facilities while selling a full line of petroleum and ethanol-based products and services to the transportation energy industry.</p>	*
10	<p>What is your US market share for the solutions that you are proposing?</p>	<p>From our founding in 1981 until Sourcewell (NJPA) introduced a national purchasing association, we enjoyed approximately 20-30% market share of the fuel management market. The Sourcewell (NJPA) approach has proven so strategic for the purchasing procedures for government and education entities and our non-participation over the past several years has resulted in our market share dropping to 5-10% in those sectors. However, we continue to have a strong record of account retention and have made inroads in the private sector.</p>	*
11	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>&lt;1%</p>	*
12	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No</p>	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Multiforce is a hardware manufacturer, installer, software developer, and system integrator, which positions us well for this proposition. Our seven in-house sales representatives and nine service/technical support personnel form the core of our marketing effort.</p> <p>We have added one sales representative to our staff in anticipation of having the Sourcewell contract and will add at least one more to support the Sourcewell channel nationwide.</p> <p>In addition, we have partnered with FEM to provide a full-service project implementation team to manage and perform the anticipated new business the Sourcewell contract will attract. The FEM team includes fully trained professional project managers, installation technicians, and sales representatives familiar with all the products and services proposed in this bid plus other systems the customer may be using or plan on purchasing.</p> <p>FEM sales representatives will sell FuelForce® products and services along with a line of non-competing products like Bennett Pumps, Omntec and Centeron tank level products, and U-Fuel and Modern Welding tanks with their own sales team as part of the broad selection of fuel and fluid products and services requested in this RFP. Multiforce and FEM, will expand this installation and service functionality across the Country and Canada with local petroleum industry companies as the Sourcewell demand grows.</p>	*
14	<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>The fuel management system and service industry requires electrical engineers, software programmers, computer systems and software technicians, and certified electricians. Multiforce has assembled all these industry experts within our team. Sourcewell clients will be able to choose from the broad list of products and services we present in this contract.</p> <p>This will give the Sourcewell client the flexibility to choose which products and services they need and will assure them that the Multiforce products and services will be integrated to preserve previous investment in non-competing products.</p> <p>In addition, our team has the staff and technology to salvage and rehabilitate petroleum fueling sites that are out of compliance or where existing equipment no longer functioning or needed.</p>	*

15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We have had no suspensions or debarments from Multiforce in our 39-year history.	*
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### 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	Tom Bates, the President, is recognized as a co-founder of Fleet Pros (formerly RMFMA). Multiforce is also a member of NAFA, a sponsor of 100 Best Fleets, and a member of ChargEVC, a not-for-profit trade and research organization comprised of a community of stakeholders to promote electric vehicle (EV) use.	*
17	What percentage of your sales are to the governmental sector in the past three years	38.1%	*
18	What percentage of your sales are to the education sector in the past three years	3%	*
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?	CMAS - through the State of California - \$17,254.00	*
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?	GS 07F 0311V - \$379,211.00	*

### Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Houston	Mike Hall	(832) 393-8046	*
City of Phoenix	Gregg Duckett	(602) 261-8068	*
State of Arizona	Devin Darlek	(602) 255-6524	*
Fairfax County, VA	Howard Springsteen	703 324-3519	
Essex County, NJ	David Antonio	(973) 390-0226	

### 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 *	
State of Arizona	Government	Arizona - AZ	Fuel Management System at 70+ sites	Annual Customer Support plus Upgrades	\$549,875	*
City of Phoenix	Government	Arizona - AZ	Fuel Management System at 85+ sites	Annual Customer Support plus Upgrades	\$416,726	*
City of Houston	Government	Texas - TX	Fuel Management System at 98+ sites	Annual Customer Support plus Upgrades	\$350,165	*
Fairfax County	Government	Virginia - VA	Fuel Management System at 50+ sites	Annual Customer Support plus Upgrades	\$258,595	*
State of Oregon	Government	Oregon - OR	Fuel Management System at 50+ sites	Annual Customer Support plus Upgrades	\$170,404	*

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

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.



Line Item	Question	Response *
23	Sales force.	Multiforce employs 7 direct and indirect sales representatives across the country and will soon add two to three more to support the Sourcewell contract including in Canada. *
24	Dealer network or other distribution methods.	While most Multiforce sales are direct, we do provide sales through General Contractors and Distributors. Distributor sales primarily sell to smaller private companies and local communities that might be Sourcewell accounts. We will tell our distributors and contractors that we have a Sourcewell contract so they can promote that channel to their local market. *
25	Service force.	<p>Our business thrives on excellent service. We have a help desk staff of nine support technicians. The help desk technicians support customers primarily by diagnosing problems remotely. FuelForce® controllers can be securely accessed remotely by our support technicians. Those technicians have access to a vast number of diagnostic systems and reporting. Nearly 90% of customer problems can be properly diagnosed and solved using our remote support capabilities. Additionally, most of our customers have maintenance staff who can keep their hardware operating with assistance from the help desk personnel. Other customers use local PEI distributors who maintain their pumps and other equipment and where necessary to provide on-site support of the FuelForce® products. *</p> <p>Multiforce has been a member of PEI for over 20 years and we have a network of distributors and installers across the nation. Founded in 1951, PEI represents more than 1,600 member companies in all 50 states and more than 80 countries. Members include manufacturers, sellers and installers of equipment used in service stations, terminals, bulk plants, fuel, oil and gasoline delivery, and similar petroleum marketing operations.</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>The first requirement of a successful customer support program is reliable hardware. The FuelForce® controllers with their distributed database, built-in power protection, solid state design, redundant restart capability, and proven software have an excellent track record over three decades. *</p> <p>Our team of experienced technicians backed by the system designers and developers of both hardware and software can promptly resolve issues that arise from time to time with any of our systems.</p> <p>To serve our customers better, in addition to being able to utilize our toll free customer support phone number, we have established a ticketing system that accepts an initial email, logs the issue, and responds immediately with a tracking number. A Help Desk technician will pick up the ticket and follow up with the customer. In an emergency, the customer can call the hot line and request assistance submit a question or problem by referring to the ticket number in an email to Customer Service at customersupport@fuelforce.com where it will be picked up by one of the technicians who will review each request and get back to the customer. The submitter receives an automated instant response which includes the ticket number in the heading. All future calls are associated with that ticket number until the issue is resolved. This forms a permanent record of every issue encountered by any customer. *</p> <p>Tickets are handled in the order they are received. Our Help Desk technicians are committed to addressing every ticket within 2 business hours of receipt of the email. However, in an emergency, a customer may call the Hot Line at any time during support hours and speak to a service technician referencing the ticket ID number. Standard support hours are from 8:00AM to 6:00PM Eastern time. Optional 24/7 support plans are also available.</p> <p>The ticketing system includes a dashboard that lets the Help Desk know how well they are doing. The help desk technicians take great pride in resolving each issue quickly and to the customer's satisfaction. If the issue is unique or particularly complicated, it will be escalated to the senior development staff who will dig deeper into the problem to get resolution for the customer.</p> <p>Over the years, the ticketing system has greatly improved both the hardware and software reliability which leads to the first requirement of a successful customer support program.</p>
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Multiforce has installed systems throughout the United States for more than three decades. We support systems in densely populated areas as well as remote locations like the National Parks. We have installed systems in Hawaii, the Virgin Islands, and Alaska, along with most of the Continental United States. *</p> <p>Sourcewell will be the company's primary means to regain the market position we once enjoyed before Sourcewell established this important and valuable purchasing service.</p>

28	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	We have the ability and willingness to sell systems in Canada. While our Canadian presence is not as large as the US presence, we do have Canadian accounts. We recently expanded our cellular service to cover Canada, which gives our Canadian neighbors the same ability to utilize our popular Fuelserve.net Cloud based SaaS. Canada is a potential growth market for us through the Sourcwell channel. Because of the current Pandemic, which restricts travel to Canada, we will add at least one sales representative in Canada if awarded the Sourcwell contract.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None. The only consideration is that the physical location of the end users fueling site can utilize some form of communication between the FuelForce® controller and host software, be it standard telephone, cellular, or network-based.	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We have no sector or other contractual arrangements that preclude our use of the Sourcwell Contract throughout the US and Canada.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	As mentioned in Item 27 (Table 6) we have customers in these locations and look forward to serving more through Sourcwell.	*

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>Promotion:</p> <p>Our marketing plan includes direct and indirect marketing activities. Direct marketing includes exhibiting at national trade shows such as NAFA Fleet Management Association, the Petroleum Equipment Institute-National Association of Convenience Stores Convention and Expo (PEI-NACS), American Public Works Association (APWA), the Work Truck Show, Fleet Pros, and the Advanced Clean Transportation Expo (ACT). We also participate in regional and local events, such as various municipal league conferences in key states and we are a sponsor of and presenter at the 100 Best Fleets conferences nationwide. We also maintain a database of key fleet management contacts in both government and private sector accounts and contact those key accounts on a regular basis with product update information and company news. Additionally, Multiforce has a network of distributors and installers throughout our market area that provide local promotion and sales of FuelForce products. These installers are "in-front" of customers on a daily basis offering numerous services and are looked to for fuel management solution recommendations. One example is FEM, who has successfully promoted FuelForce products into a very large, Fortune 100 company with a large fleet of nationwide delivery vehicles and over 90 fueling sites. Multiforce will be providing additional marketing specific to this Sourcwell contract opportunity.</p> <p>Indirect marketing activities focus on internet-based promotion to promote and provide information on our product and services. We have invested heavily in our website as a major marketing focus and have recently redesigned the site using modern style and structure to appeal to new and existing customers. Upon execution of a Sourcwell contract, we will add a prominent area on our website highlighting to both new and existing customers the alternative and strategic purchasing option that Sourcwell provides. We will ensure our partners in this proposal do the same. Our digital strategies are discussed further below in item 33. Our marketing brochures are presented in the uploaded Marketing attachments, which are all available through our website.</p> <p>Place:</p> <p>Multiforce directly serves the entire US and Canadian markets including Alaska, Hawaii, Puerto Rico, and the Virgin Islands with a broad range of fuel management solutions that support fueling operations. Our FuelForce® controllers interface with popular fleet maintenance, RFID identification systems, telematics, tank level sensing systems and enterprise reporting systems. They work reliably in all environments and we offer specialized heater solutions for extremely cold environments such as those found in the intermountain west, Canada, and Alaska.</p> <p>Products:</p> <p>Multiforce provides Sourcwell agencies reliable, easy-to-install FuelForce® island controllers, hosted and/or cloud-based software and additional support services. Supporting these advanced products and services we provide complete installation and project management services through our dedicated contracting service partners Fleet Energy Managers, LLC (FEM). Whether the Sourcwell client's goal is to reduce fuel cost, secure budgets or minimize volatility, FEM provides an integrated platform of managed petroleum supply, fuel management systems and fuel system installations for fleets and end</p>	*

		<p>users of all sizes.</p> <p>Fleet Energy Managers specializes in fuel procurement, supply, and fuel management systems to a broad range of customers including municipal, education and private fleets. FEM's petroleum expertise can help secure customer's supply, control the customer's fuel costs and manage the customer's fuel consumption more efficiently.</p> <p>The Multiforce installation team trains each Sourcewell client and directs each installation. We can expand these teams as necessary to serve any part of the US, Canada, and the Caribbean.</p> <p>In keeping with the intent of this contract, Multiforce offers a full line of turnkey fuel vending and control stations by its long-time partner, U-Fuel , Inc., a world-renowned builder of fuel vending solutions. U-Fuel products are primarily used for equipping automobile fuel stations, airport fuel facilities, and marine fuel ports; fueling commercial fleets; and transporting hazardous liquids. With U-Fuel's impeccable reputation for quality and safety, their fuel products are widely accepted and used by the United States government and thousands of companies throughout the world. U-Fuel builds a variety of above ground stations at their US plants in Wisconsin.</p> <p>One important market the Multiforce and FEM sales teams will address for Sourcewell clients with Turnkey fuel vending stations is Emergency Fuel Storage. In today's environment of hurricanes, floods, riots, and fires, emergency preparedness is crucial to Sourcewell agencies. The Multiforce team can mobilize and deliver emergency fuel tank solutions on a skid and remediate fueling sites that have been destroyed or abandoned.</p> <p>For example, when ports in Florida are closed due to a hurricane, a U-Fuel a UL® 2085 rated tank with an E85 compatible dispenser and a FuelForce® cloud-based fuel management system can receive a truck load of E85 and have their critical equipment back on the road.</p> <p>Pricing:                  Multiforce prices FuelForce® systems to be competitive with similar proven industry fuel management systems. Since every system has unique requirements it is difficult to make direct price comparisons except on common items and services.</p> <p>To meet the increasingly complex and interwoven technologies available on the market today, we have focused development on our core strength of providing reliable, easy to use, hardware and software at a reasonable price with the ability to integrate with advanced systems for such items as authorization tools, communication devices, tank monitoring systems, telematics and other fleet systems. This allows our customer to protect their investment on related technologies while allowing us to focus on what we do best. These on-going marketing activities will provide additional visibility and sales for the Sourcewell contract as it relates to Multiforce's product line, in addition to that of Multiforce's partners who also utilize Sourcewell.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Multiforce utilizes a comprehensive marketing plan to enhance marketing effectiveness with technological and digital components. This includes targeted pay per click campaigns with multiple browser platforms, integrated web visitor updates to our CRM software used by the sales and management team, monthly search engine optimization activities, and cross platform links for web site blogs, a dedicated YouTube channel, and LinkedIn accounts for the company as well as for key employees.</p> <p>We have agreements in place to cross-brand through digital marketing efforts with a number of our integration partners, including existing Sourcewell participants.</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 is a crucial channel for Multiforce's marketing plan. Today, most of our Government prospects are Sourcewell agencies. We look at this as a critical opportunity to increase market share for FuelForce® products in the Government and Educational industry that our system was designed to serve.</p> <p>Our view of Sourcewell's role in promoting contracts is to offer an easy to navigate website that provides end user customers with a clear summary of product and services offers, with pricing details and an appropriate offering differentiation to allow the end user to be confident that the solution they will procure will meet their requirements.</p> <p>A Sourcewell awarded contract will be integrated into our sales process through internal Multiforce Sales Team training on Sourcewell procedures. This will include in person meetings and webinar/teleconference meetings that can take advantage of Sourcewell literature and recorded video lessons. The final step is for the Multiforce sales team to actively share the Sourcewell Award information with their geographic distributors and their assigned partners. Multiple sales channels will become aware of the benefits of the Sourcewell award and can articulate this to their prospects and current customers. As Multiforce's FuelServe.net web-based software platform is extremely flexible, there are numerous hardware and software partners who are also Sourcewell participants. When Multiforce's Sales Team reinforces the Sourcewell award during these monthly or more frequent communications, it will lead to additional sales for the FuelForce® line as well as for these integration partners.</p> <p>Armed with a Sourcewell contract, we will be able to sell our systems to customers who like our offering and accept the Sourcewell contract rather than going out to bid.</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.	Multiforce systems are available through various government e-procurement ordering processes; however, every one of these systems is unique to the agency served and no two RFPs for complex systems like the approach Sourcewell provides, are alike. We sold one system in Arizona when a prospect asked us to apply through the service they were using. We attended a workshop at a FleetPros convention a few years ago where every western state was trying to show us how to sell our products through their system. You can imagine trying to keep up with 50+ e-procurement systems.	*
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**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>We provide mandatory training to every customer on FuelForce® hardware operation, software operation and troubleshooting. Hardware operation and troubleshooting take approximately one hour and are presented by the installation manager immediately after the hardware is installed. Software operations training depends on which software option the customer chooses.</p> <p>Fuelserve.net - The Fuelserve.net Cloud based SaaS requires only 2-3 hours of training for all users that want to look at and/or modify the data, and download files to a spreadsheet for reporting. There is no need for the involvement of the customer's IT personnel. The Fuelserve.net configured solution will include a remote webinar with a software trainer. Customers have the option to upgrade software training to in-person, at the customer site. This typically includes one (1) full day on site for the software trainer and one (1) full day of travel = (½ to and ½ back), plus expenses.</p> <p>Hosted Software - Training for the FuelForce® SQL Hosted software is much more complex and falls into several categories. Training Classes historically held on site will now be on Zoom both for safety and cost. It is more complex because it includes the Customer IT and Network administrators. Below is a brief summary of the types of training required for the Hosted software.</p> <ul style="list-style-type: none"> <li>- System Administrator – (3-6 hours) The System Administrator is a key person responsible for implementing the installation, as well as maintaining the system after it is installed. This person assists others in using FuelForce® efficiently and accurately.</li> <li>- Key Users – (2-3 hours) The Key Users are the personnel responsible for the day-to-day operations of the fuel management system. They may be in a central group or in remote locations. They typically add and maintain the database table records after it is installed. These people assist others in using FuelForce® efficiently and accurately.</li> <li>- System Users – (1-2 hours) The System Users are the department personnel and customers who want the ability to inquire on their fleets and run reports for themselves.</li> </ul> <p>Additionally for the hosted platform, there is a variability that can affect training needs, especially in terms of the number of days for IT security training as well as end user software training. These training needs can also vary based upon the scope of the installation, number of IT staff, number of end users, and that particular company's IT, security. and other requirements.</p> <p>The FuelForce® software training is provided by Multiforce Systems Corporation personnel, who are located at the New Jersey headquarters, but may also include personnel who are located in the Mid-West or on the West Coast. Pricing is provided with the submission.</p>	*

37	Describe any technological advances that your proposed products or services offer.	<p>Multiforce has been a leader in fuel, energy, and fluid management since our inception over 3 decades ago. We still operate with that focus to provide the best, most advanced solutions for our clients. Our FuelServe.net cloud-based management platform was the first in the industry with its deployment in 2007. As such, it has been tried and tested with numerous features added or enhanced based on over a decade of customer feedback. With a documented REST-based API, FuelServe.net has been integrated with some of the leading fleet management solutions such as AssetWorks, Faster, and RTA as well as numerous custom integrations into client fleet and financial systems. These integrations are in addition to the .csv automatic and manual download capability we provide.</p> <p>We have recently developed a new web version of our FuelForce® host-based SQL software management platform which gives the software the look and feel of Fuelserve.net and allows clients to access the platform through a standards-based web browser.</p> <p>We recently added two new credit card authorization methods, HPS Direct and NBS Direct to give our customers options with respect to PCI compliant credit card processing service.</p> <p>We have a patented solution for the integrated reporting of electric vehicle charging alongside fuel management of other fuel types including unleaded, diesel, CNG, as well as biofuels and hydrogen. We were the first to introduce this capability, recognizing the important role that electric vehicles will play in government fleets and the challenges facing fleet managers to track the costs across different types of fuel and assess the power needed to keep EVs charged and on the road.</p> <p>In addition to our direct technological advances in fuel management systems, we have collaborated with others in the industry to broaden the scope of our offering to both meet the growing needs of the customer and to leverage their investment in other systems. For example, recently we introduced two new ways to authorize fuel transactions with automatic, hands free equipment provided by 3rd party manufacturers, and IdentifUEL. We also have a strategic partnership with GeoTab, providing telematics and automated odometer capturing for fuel management and mpg analysis.</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.	<p>Multiforce has always led the way in monitoring alternative clean fuels.</p> <p>CNG: In the mid-80s, we introduced the first fuel management system to control CNG Dispensers and we were the first to provide an unattended fuel controller to authorize CNG dispensing. In the mid-90s, we developed the first system to control both in-house and retail credit card transactions. This opened up the CNG fueling infrastructure in the early 2000s as it allowed the defraying of fleet CNG fueling costs by allowing public access, all with the same controller. This allowed Public Gas Utilities to sell CNG fuel to the public as well as pump it into their own fleet. vehicles.</p> <p>E85: In 2008, Multiforce partnered with a U-Fuel, a major tank manufacturer to create a turnkey E85 fueling station for the national program implemented by the GSA at VA hospitals across the Country. Multiforce created a fuel reimbursement system called Bankserve in 2008 to control E85 as part of a Federal Government program.</p> <p>Hydrogen: In combination with ProtonOnSite, FuelForce® controllers authorize hydrogen at SunHydro in Wallingford, CT (since 2010) and at the National Park Service's Brentwood Facility in Washington DC (which opened in 2016) – Office of Energy Efficiency &amp; Renewable Energy Electric Vehicles: In 2017, Multiforce was the first to provide the ability to integrate EV charging with other transportation fuel management. Our first installation was at Princeton University in November of 2017. Our patented EV Charging management solution is currently available on Sourcewell through the Greenlots account. The addition of EV charging to the list of energy managed, positions Multiforce to support the "Green Environment" as cleaner forms of energy emerge. We are a member of ChargEVC, a New Jersey Stakeholder Group promoting Green initiatives in New Jersey and elsewhere. We have hired an EV marketing consultant to build a marketing plan for EV charging.</p>	*
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.	FuelForce® systems are UL® Listed and NTEP approved.	*
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.	<p>Multiforce is an SBE under our GSA contract (See Document #2)</p> <p>SBE with NYNJ Port Authority and GSA</p>	*

<p>41</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>The main unique attribute within the FuelForce® product line is FuelServe.net web based software. First developed in 2007, this fuel management software offering has been constantly improved and refined to provide customers with an industry-leading fuel management experience. Available on any device using a standard browser, from smartphones to tablets to laptops and desktops, FuelServe.net is modern, flexible, and easy to use for the administration of fleet fueling and reporting, and available 24*7. There are numerous integration capabilities, from simple .csv downloads, to FTP and SFTP, file imports and exports, and the most popular, the open REST API (with preset integrations with AssetWorks, Faster, Chevin, WEX, among others).</p> <p>Additionally, Multiforce is proposing a broad range of products and services under this bid. Our FEM partner provides turnkey fuel and fluid management solutions and site remediation. They include FuelForce® controllers and Fuelserve.net Software as a Service because of the ease of installation of hardware and the simplicity of implementing the software. They also will have the option of including the products, and services of our integration partners such as HID and Geotab.</p>
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**Table 9: Warranty**

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>Multiforce warranties are for twelve (12) months from installation date or 15 months from delivery to the end customer whichever happens first. The Warranty covers all electronic components installed on our controllers except for receipt printers and cellular modems which are 3rd party provided parts covered by the manufacturer.</p> <p>Other 3rd party products that work with FuelForce® products such as pumps, dispensers, tank level and monitoring systems, and special RFID tracking systems are covered by their manufacturer. Multiforce will pass 3rd party warranties along to the end user as part of our customer support.</p> <p>The standard Multiforce Systems Corp one year warranty covers FuelForce® hardware parts and includes one year of software upgrades and one year of Tier 1-3 technical telephone help desk support. The hardware installation is warranted by the local installer and includes a minimum 90 day labor warranty. Some installers will warranty their labor for longer and this can be requested in the project SOW when the customer is requesting the price proposal.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, they do not. The only disclaimer here would be that the equipment must be maintained per Multiforce's recommendations to apply for warranty consideration. (i.e. end of year maintenance must be performed.)
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, our standard warranty covers failed parts only. Warranty on labor is provided by the service contractor.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, there are not. As noted above in item 25, our support personnel can offer remote support and diagnostics to our controllers. In our experience, customers with remote locations tend to be self-sufficient and remote clients are often capable of replacing the majority of components that we would drop ship to the fueling site. In the case that neither of the above is either possible or resolves the problem, we can send a technician on-site (for a fee.) Please note, that currently such on-site visits are not possible in Canada per the border restrictions in place due to Covid-19, but such restrictions will not be permanent.
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?	We warrant things like mag stripe readers, prox card readers, but not 3rd party systems like ATGx, IdentiFUEL, as well as for dispensers, cell modems, dispensers, tanks, etc. Other third party equipment warranty issues will be passed along to the manufacturer.
47	What are your proposed exchange and return programs and policies?	If a product is deemed to be defective, the customer will be given an RMA number to return the defective product. A replacement part will be cross shipped to the Customer at no cost. Once the product is received and confirmed to be defective, no charge will be made to the customer. If the defective part is not returned within 30 days of delivery or is determined not to be defective, the customer will be invoiced for the replacement part.
48	Describe any service contract options for the items included in your proposal.	<p>We can offer annual checkup service for an optional fee as part of our annual support agreement.</p> <p>Years 2+ Optional On-Going Support Plans:</p> <ul style="list-style-type: none"> <li>• Traditional Software Support</li> <li>• FSN Annual Subscription</li> <li>• Hardware Parts Maintenance Agreements</li> </ul>



**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?	Yes, we can provide leasing options to Sourcewell clients on all hardware and software and, in some cases, for installation and professional services through a 3rd Party leasing company.	*
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.	<p>The customer can call in to any of our regional salespeople for product and service information and technical expertise to ensure that the solution they are looking to order is appropriate for their specific location and needs. The customer would also identify that they are purchasing through the Sourcewell contract.</p> <p>Fuel management uses vary in scope. As a result, each order can have a variety of configuration options. Upon an initial inquiry, potential customers are presented various options and configurations. The options include the hose count to be managed, product types, driver and vehicle identification options (keypad only, mag stripe cards, proximity card or keyfobs, or automated identification), custom input needs, and extreme weather possibilities (specifically cold weather) to name a few. To also best capture site configuration needs, the customer is provided site survey documents to help our sales team determine specific site needs. This information is then used to present the customer with recommended product options and configurations as well as needed 3rd party products.</p> <p>Once the above configuration options are decided, they would be provided a fuel management system proposal using pricing from the Sourcewell contract. Using our CRM, the salesperson would tag the order as a Sourcewell contract opportunity. Once the order is received and approved, it will go into production and be scheduled for installation. Multiforce will invoice on the shipment of the unit. The Sourcewell "tag" will follow into our accounting system for further tracking and reporting. If a distributor/dealer places the order, the same process will occur. Multiforce will track all Sourcewell orders and report on a quarterly basis as we do now with the GSA.</p>	*
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, we do and there are no additional charges. Multiforce utilizes various payment processing software applications to process invoices. We also accept wire transfers, ACH and check payments. We accept P cards, most Gov and state clients pay with one already. There may be a monthly pass through fee depending on how many cards a client needs and who they choose to get the P cards from (Visa, MasterCard etc.).	*

**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.	Our pricing model is structured to provide Sourcwell customers with the best price and value proposition.  See the attached Hardware and Software Price List, Document #1 for details on SKUs, MSRP, and the Sourcwell price.
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.	All FuelForce items in this submission will have a 15% discount off MSRP for Sourcwell members only.
55	Describe any quantity or volume discounts or rebate programs that you offer.	An additional 5% volume discount on FuelForce® hardware and software will be offered to Sourcwell customers who order 20 or more units to be delivered in any given month. This discount is in addition to other discounts stated above.
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.	For sourced or open market items and services, we will work on a cost-plus 20 percent method. Standard Multiforce professional service rates will apply for integration with these items if necessary.
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.	The only ownership costs NOT included in our pricing (less freight) are the optional (non-mandatory) services that are offered for annual inspections and for other requests such as creating new, non-standard, reports or integration with a new product or service.
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.	Delivery to Alaska and Hawaii and American territories will be negotiated with the customer who knows the best way to receive shipments from the Mainland. Our standard shipping will be included to the port recommended by the customer.  Multiforce fuel controllers and pedestals are shipped in single walled 200 #/square inch burst test corrugate. Controllers and pedestals are shipped in their specifically designed protective foam. Unless otherwise specified, shipments in the 48 contiguous United States and Alaska are made using the United Parcel Service (UPS) Ground Service. These shipments are made using “Daily Rates”. UPS offers a variety of other faster delivery options and those additional rates apply. Terms and Conditions of Service (“Terms”) are effective on the date of shipment and are published electronically on the UPS website (ups.com). Shipments are delivered on normal Business Days meaning Monday through Friday except the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (December 25) and New Year’s Eve. Effective March 26, 2020, UPS suspended its guarantee of service due to Coronavirus but they are committed to continuing to operate to the extent that they are constrained by government regulations.  We offer expedited delivery of any shipment for additional cost provided to the customer prior to delivery.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Alaska, Hawaii and Puerto Rico, we have the above-mentioned programs. For Canada, Mexico or any other offshore moves we work with the customer to determine the preferred means of shipping. For Canada and offshore deliveries, the same method of packaging applies, but FedEx is often used as the carrier.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Delivery of U-Fuel and Modern Welding skid mounted fueling stations will be by flatbed trailer and, where necessary, by ship for deliveries outside the Continental US. The firm price will be provided to the customer as part of the quote in advance of acceptance of an order.

**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.	We have not typically offered this much as a standard discount to our GPOs. .

**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 Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell.	<p>Multiforce will implement the following process to ensure Member pricing, as well as complete and full administrative fee payment is received by Sourcwell:</p> <p>All customers who enter into the Sourcwell contract will be entered into our Microsoft ERP accounting platform under an assigned Sourcwell category.</p> <p>This will ensure correct pricing, billing, tracking of the member calls as well as quarterly reviews and payments the per the administrative fee.</p> <p>Having Sourcwell as a category loaded into the new Microsoft accounting system will allow us to easily see, manage, and send reports to Sourcwell for quarterly business review. As such we able to identify and report periodically all Sourcwell contract sales, collections, and fees due.</p>
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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>Multiforce will pay the Sourcwell a two (2%) percent administrative fee on all sales completed and signed through the Sourcwell- Multiforce contract.</p> <ul style="list-style-type: none"> <li>• Fee will be paid quarterly.</li> <li>• Payment sent within thirty (30) business days post quarterly revenue review with Sourcwell.</li> </ul>

**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>For more than three decades, Multiforce has provided the FuelForce® line of fuel management systems for the transportation industry (see <a href="http://www.FuelForce.com">www.FuelForce.com</a>). We design, manufacture, market, install, and service fuel and fluids management systems which consists of fuel island hardware and operating software, communication hardware and software, and management software running as either a cloud service or hosted on the customer's network on an SQL server/database. Our entire line of fuel management hardware and software solutions would be available for purchase through the Sourcwell contract. The FuelForce® line of unattended fleet fueling systems provides fuel control and tracking for operations of all sizes, from the smallest fleet to the largest, multi-site fueling implementations. Since 1982, FuelForce® hardware solutions have given fleet owners the most flexible and cost-effective fuel access and control products. Coupled with our cutting-edge software, fleet managers get advanced management reporting and analytics that turn raw fueling data into actionable information. All FuelForce® controllers provide secure, automated fueling access through a keypad, display, and an optional magnetic stripe or proximity card/keyfob reader. Connection to the software platform can be done with a hardwired, point-to-point wireless, or cellular communications approach.</p> <p>Hardware Platforms:</p> <p>The FuelForce 894 Standard Fuel Controller series: The FF 894 is designed to cost-effectively meet the needs of your fleet and facility operations, giving you a "budget-friendly" fuel management platform. The 894 Controller allows drivers to utilize a numeric keypad, magnetic stripe card, proximity key fob or card to authorize and control the dispensing of fuel products to vehicles. As the fuel is dispensed, each transaction is logged, capturing the vehicle, driver and optionally the odometer readings. The system accurately collects, logs, and</p>

uploads this valuable fuel usage and vehicle data to either our cloud-based platform or our locally-hosted software system for fuel management and cost accounting.

The FuelForce® 814 Advanced Fuel Controller:

The FF 814 is an advanced controller with numerous features designed for flexibility and fuel control and tracking optimization. Like the 894, the 814 allows drivers to utilize a keypad, key fob, proximity card to authorize and control the dispensing of fuel products to fleet vehicles. Additionally, the 814 can support an RFID-based automated identification approach, can control up to 8 hoses, can provide for custom field input through Flex Prompts™, allows for alpha-numeric codes at the controller, and can support larger fueling operations through the use of the FF 814-R Remote Island Terminal units

FuelForce® Exacta Dispenser-Embeddable Controller:

The Exacta Fuel Controller is a modular controller designed to be embedded in a Bennett 3000 Series Electronic Dispenser or as a standalone unit. Based on the FF 894 platform, the Exacta allows drivers to utilize a numeric keypad, magnetic stripe card, key fob, or proximity card to authorize and control the dispensing of fuel products to fleet vehicles. Like the above FF 894 and 814, as the fuel is dispensed, each transaction is logged and the system collects accurate and valuable fuel usage and vehicle data for fuel accounting and fleet maintenance. The Exacta controls up to 4 pumps or 4 hoses & reduces the "foot print" needed to provide fuel management for a smaller fueling islands. Additionally, the Exacta supports credit card usage and comes with a receipt printer.

FF 894-T Truck-Mounted Controller:

FuelForce® Truck-Mounted Units allow organizations with mobile fueling trucks to have the full advantages of fleet fuel management extended to the field. The FuelForce Mobile Tanker Unit is a fuel controller that authorizes, captures, and records fuel & other dispensed fluids from your tank truck or pickup truck mounted fuel dispenser with wireless or cellular data transfers. Available with a 10-key or alphanumeric keypad, the FuelForce Mobile Tanker unit controls all fuel dispensed to heavy construction equipment, agricultural equipment, and other off road and mobile vehicles with ease and accuracy.

Software Platforms:

The FuelForce Management software platforms provide the industry's most intuitive access to your fueling data. Available as a cloud-based implementation or as a locally-hosted solution, FuelForce software provides a user-friendly interface allowing users to easily authorize, measure, and report every fueling transaction automatically.

FuelServe.net - Software as a Service

Fuelserve.net is the industry's first cloud-based fuel management system. Provided on a Software as a Service (SaaS) model, FuelServe.net delivers the ability to face the challenges of fuel management securely from any device, anytime, and anywhere you need.

FuelServe.net allows you to look at your data from a number of perspectives, with easily customizable reports, giving you actionable information to optimize your fleet fueling. Being a cloud-based solution, FuelServe.net allows you to grow your fuel management as dictated by business needs. Manage a handful of sites and vehicles at first, and grow the system as your needs increase, all with ease.

FuelServe.net Benefits

With FuelServe.net, clients get the following benefits:

Save on IT Resource Costs. With the cloud-based platform, there is no cost of installing and maintaining the host software environment (MS SQL servers, etc.)  
 Easier Analysis for Management. All reports can be customized and downloaded in a standard CSV format for further analysis, organizing, and manipulating of fueling data.  
 Accuracy. Automating the logging of fueling transactions ensures that clients know where and when fuel was dispensed and by whom and into which vehicle.  
 Shrinkage Reduction. Multiple levels of secure authorization are available, helping ensure there is no theft, misuse, or misallocation of fuel.  
 Proper Fueling. Down-to-the-hose control ties vehicle IDs to the proper fuel and eliminates fuel contamination and engine damage.  
 Departmental Cost Allocation. Vehicles can be assigned to departments permanently or on loan, tying fuel consumption and costs to particular departments or groups.  
 Anytime, Anywhere Access. Cloud-based means clients can access their data when and where they need to, 24\*7\*365.  
 Data Redundancy. client data is stored on multiple redundant data storage machines, using industry leading security standards.

FuelForce Hosted - The Query Power of SQL

FuelForce SQL takes advantage of all the powerful features of Microsoft SQL server to provide a solid solution for your fuel needs. Data integrity, security, and database maintenance is automatically managed by SQL Server. Automated triggers can be

put in place to transfer critical data to other SQL databases almost as fast as they happen. No more exporting/importing files from one system to another. With FuelForce SQL software, the power of secure, multi-user data integrity gives access and protects your fueling data. An easy to install PC client provides an intuitive front-end for reporting and fueling system management.

#### FuelForce Hosted Benefits

With our hosted solution, clients get the following benefits:

Standard Back-End. SQL Server provides a standard back-end for all data and security.

3rd Party Integration. SQL Server can automatically populate Maintenance or Accounting databases that are SQL based.

Custom Procedures. Custom procedures can be added to automatically update maintenance or accounting systems using SQL Server triggers.

Security . SQL Server provides a standard back-end for all data and security.

Referential Integrity. SQL Server manages referential integrity, protecting the client's relational database.

#### TankWatch

In 1994, we launched TankWatch, a tank reconciliation module, integrating industry-leading tank monitoring systems into the FuelForce fuel management platform. This was the first system that actually compared the actual tank level with the calculated amounts pumped and delivered and met the federal reporting requirements for underground tank leakage.

#### Other Products and Services:

We also integrate the FuelForce® system with related products and services like fuel and fluid dispensers, tank monitoring systems, equipment usage telematics systems, fleet maintenance management systems, credit card payment processing systems, and enterprise systems.

To provide a total response to this Sourcewell RFP category, Multiforce has partnered with Fleet Energy Managers, LLC (FEM), U-Fuel, Inc., and Modern Welding Modern Welding Company to offer a full and comprehensive solution to the transportation energy needs of Sourcewell government, education, and non-profit agencies.

Fleet Energy Managers ([fleetenergymanagers.com](http://fleetenergymanagers.com)) brings 35 years of experience in fuel procurement, supply management and quality fuel site installation. FEM represents systems that complement FuelForce® such as Omntec and Centeron tank monitoring and control systems, Bennett Dispensers, Modern Welding fuel tanks, and Colonial Oil fuel products as 3rd party products to Sourcewell Agencies.

Whether you are upgrading an existing site or building an entire fueling facility from the ground up, Fleet Energy Managers has the experienced personnel to meet your needs for both new and retrofit sites.

They can design your above-ground facilities and manage all phases of construction and installation from layout to functioning systems. FEM's comprehensive understanding of tank regulatory requirements is the answer to total compliance with every aspect of the job.

With over 100 years of project management experience, FEM's staff can provide Sourcewell agencies with a single source for the installation of all FuelForce® equipment.

U-Fuel ([www.ufuel.com](http://www.ufuel.com)) is a pioneer in the field of hazard liquid storage and dispensing, U-Fuel has designed and tested more types of fuel systems than any other company in the world. Multiforce has integrated the FuelForce® system into U-Fuel vending solutions in Government agencies since 2006.

Modern Welding Company ([www.modweldco.com](http://www.modweldco.com)), a family owned business, was founded in June 1932 by Mr. John G. Barnard. The company is an industry leader by being the country's largest supplier of Underwriters Laboratories listed, underground and aboveground steel storage tanks for flammable and combustible liquids. Modern Welding Company has 9 steel tank and vessel fabrication subsidiaries located throughout the United States, two facilities that fabricate structural steel and special custom fabrication products and 5 welding supply stores located in Kentucky and Indiana.

Additionally, our fuel and fluid management products are integrated with industry-leading identification and telematics solutions from HID IdentIFUEL ([www.hidglobal.com/products/rfid-tags/identification-technologies/identifuel-vehicle-tags](http://www.hidglobal.com/products/rfid-tags/identification-technologies/identifuel-vehicle-tags)), and Geotab ([www.geotab.com](http://www.geotab.com)), providing complete and automated fuel management for Sourcewell customers.

65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> <li>• Fuel Management Systems</li> <li>• Fueling Site analysis</li> <li>• Environmental regulation assessment</li> <li>• Equipment and site drawings</li> <li>• Local, state, and federal permit requirements</li> <li>• Tank &amp; Equipment installation</li> <li>• Start-up, calibration, and testing</li> <li>• Training of personnel</li> </ul>	*
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**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments
66	Aboveground fuel and fluid storage tanks	<input checked="" type="radio"/> Yes <input type="radio"/> No	U-Fuel and Modern Welding Tanks
67	Fuel and fluid hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	FuelForce® Fuel and Fluid Management System
68	Fuel and fluid management software	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fuelserve.net and FuelForce® WEB
69	Installation, testing, maintenance or repair services	<input checked="" type="radio"/> Yes <input type="radio"/> No	With FEM, who specialize in this area, and other qualified installers

**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.	<p>Sales - all Sourcewell sales will be tracked in our system to gauge the success of the contract.</p> <p>Support - our quality control team will monitor all Sourcewell supplied products to ensure the supplied systems are meeting the quality standards of Sourcewell customers.</p> <p>Customer surveys - we will offer customer surveys to compile real data to confirm that our overall customer experience meets the expectations of Sourcewell members.</p>



71	Describe the security systems in place for protecting and controlling access to your solutions.	<p>FuelForce® provides multiple levels of security for access to fuel, a site, and data. Commercial credit cards provide card security for retail transactions.</p> <p>Fuel – To obtain authorization for a fuel transaction at the bulk fueling site, a driver must enter a reasonable meter reading, a valid vehicle number, his/her PIN and a hose that provides fuel allowed for that vehicle. Each vehicle is limited to one tank full of fuel from a City owned site during a two-hour period. This helps prevent a driver from issuing fuel to multiple vehicles using the same vehicle ID.</p> <p>Meter reasonability is determined at the site and can only be overridden by an authorized person. Mileage overrides may be made at the site controller by an authorized supervisor or at the host computer by an authorized system administrator.</p> <p>Additional fuel security may be attained if the vehicle is equipped with an optional Vehicle Identification Tag. This tag may be read by an RFID scanner which will determine if the vehicle is authorized to receive fuel at this site and which hoses are authorized.</p> <p>Site – Data stored in the site controller can only be accessed from the host software. Access to polling software is password protected, as are all fields, screens, and menus in the FuelForce® system. At the site controller, Supervisor and Maintenance menus are password protected.</p> <p>Credit Cards – Should the Customer wish to sell fuel to outside agencies, each credit card provider offers security based on the vehicle or driver of the vehicle. The card includes an expiration date and other velocity checks that can be applied at customer fueling sites. FuelForce® controllers are PA/DSS compliant.</p> <p>A credit card will denied access to fuel at a customer-owned site if it has expired or has been deactivated by the customer's system administrator.</p> <p>Host data – Each field, screen, and menu of the FuelForce® host software or Fuelserve.net SaaS is user/password protected through a comprehensive security system. In addition, the Customer may provide network security that will lock users out of certain parts of the host software. The FuelForce® system can run as a service on the customer's network, assuring control by customer IT procedures.</p> <p>Authorized departmental employees will be able to add and deactivate vehicles and drivers to/from the database from agency workstations. A vehicle or driver may be deactivated from the system by a click of a mouse. Once a vehicle or person is deactivated, the administrator can sync with one or more fuel controllers to download the information immediately. Otherwise, all sites will be provided the information during the next scheduled automatic poll and sync operation. Customers using the interactive network version for communication to and from the fuel controller will notice deactivation at all sites within minutes if not seconds of the desired update action.</p> <p>Deactivating a vehicle from the database does not eliminate the possibility of fraudulent issue of fuel. One could enter a different vehicle number with a reasonable meter reading and valid driver and hose number and then pump the fuel into the deactivated vehicle. The best solution to prevent this type of fraud is to equip the vehicles with the passive RFID. Then, there is no question as to where the fuel goes. The use of RFID options can be tried one hose at a time and one vehicle at a time. The Customer can implement this solution where the nature of the site or the use of the vehicle provides cost justification to fully prevent fuel theft or fraud.</p> <p>A complete backup of the fuel log is maintained in Fuelserve.net and is recommended in the hosted solution to ensure that the Customer has the ability to reconstruct a transaction history in the event of a system failure at the host. A backup of data is automatically retained at the site controller to prevent loss of data through communication errors. The customer also has access to driver and vehicle configuration histories for audit and troubleshooting purposes.</p> <p>FuelServe.net, Cloud-based Platform - On a daily basis we run an OS security scan, and any vulnerable or updated packages are built on our internal build server and then deployed to the secondary server for testing. If the system passes, we deploy to the primary server. All access to the server is logged to our logging server.</p>	*
72	Describe how you will secure any participating entities' data captured during transactions.	Data stored in Fuelserve.net SaaS is stored in a secure web portal and is only accessed by authorized personnel. Data stored on the customer's server is protected by MS/SQL security plus the restricted access imposed by the FuelForce® software.	*
73	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	Our latest software integration with HID's IdentIFUEL smart nozzle provides powerful hands-free fueling which greatly speeds up the fueling process by eliminating the need to enter data through the input terminal.	*



74	Describe how you work with participating entities to ensure environmental best practices are followed.	By offering a variety of authorization methods, we can tailor the application to the customer's specific needs for certain information. For example, if the driver ID is required, we often recommend a proximity card reader that utilizes the customer's building access badge. If vehicle usage is desired and the customer doesn't want to enter meter readings through the keypad, we can capture mileage data at time of fueling from the customer's telematics system. Multiforce is an authorized an Geotab (w(ww.geotab.com) dealer.	*
75	Describe how your organization meets all relevant environmental regulations.	The FuelForce® controller is a UL approved Class I Div II device and can be installed by FEM or other qualified PEI distributors.	*
76	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	We have had no regulatory infractions or sanctions.	*

### 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

### Documents

#### Ensure your submission document(s) conforms to the following:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 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.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 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](#) - MF 3 year financials with Inc Summary.pdf - Tuesday September 29, 2020 10:06:58
  - [Marketing Plan/Samples](#) - FuelForce Product Brochures.pdf - Tuesday September 29, 2020 11:27:09
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Multiforce Warranty.pdf - Tuesday September 29, 2020 09:56:37
  - [Pricing](#) - FuelForce Price List for Sourcewell RFP 09.29.2020.pdf - Tuesday September 29, 2020 09:43:12
  - Additional Document (optional)

## 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 Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - 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. - Thomas M. Bates, CEO, Multiforce Systems

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

Yes  No

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

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

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