

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Gilbarco Inc., 7300 West Friendly Avenue, Greensboro, NC 27410 (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 its equipment parts and supplies in accordance with its standard warranty policies. A written copy of these policies accompanied Vendor's Proposal and is available upon request. Vendor represents and warrants that it will perform services materially in accordance with the written descriptions. 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. Vendor's standard terms and conditions forms are attached hereto and identified as: (1) the Gilbarco Gasboy® Equipment and Services Order form with attached Exhibit 1 - Terms and Conditions of Sale for Products (Equipment) and Exhibit 2 – Installation Services Scope of Work: Gasboy® Product Installation; and, (2) the EKOS Software License Agreement (collectively the "Vendor Standard Terms"). The Vendor Standard Terms will apply to all purchases by any Participating Entity under this Contract. 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, 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. Vendor will not be liable for claims or damages caused by Sourcewell's failure to fulfill its obligations herein. Vendor shall not be liable to Sourcewell with respect to any product or service for: (a) any claims, actions, or causes of action arising out of any failure of performance by a third party; (b) failure or delay of response to a Vendor notification to Sourcewell of a condition, failure or delay of a delivery; (c) interruption of use; loss, inaccuracy, or corruption of software or data; or cost of procurement of substitute goods, services, or technology; and, (d) any indirect, incidental, consequential, or exemplary damages including, but not limited to, lost profits, even if vendor is aware of the possibility of such damages. The above limitation does not apply to any indemnification for infringement which is expressly limited to the remedies listed therein. The remedies of a Participating Entity with respect to Vendor, and any limitation thereof, will be as set forth in the Vendor Standard Terms unless otherwise agreed in writing by Participating Entity and Vendor in the Additional Terms and Conditions or Participating Addendum entered into between the Participating Entity and Vendor.

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all

marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations, 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 of coverage without 30 days' prior written notice to the Vendor.

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).

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 Sourcewell if this certification changes at any time.

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

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

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

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

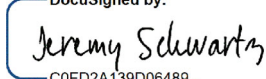
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits,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

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

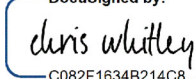
24. CANCELLATION

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

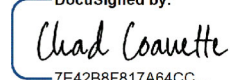
Sourcewell

DocuSigned by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Director of Operations &
 Procurement/CPO
 2/18/2021 | 8:32 AM CST
 Date: _____

Gilbarco Inc.

DocuSigned by:

 C082F1634B214C8...
 By: _____
 Chris Whitley
 Title: VP Sales & Marketing
 2/18/2021 | 6:23 AM PST
 Date: _____

Approved:

DocuSigned by:

 7E42B8F817A64CC...
 By: _____
 Chad Coauette
 Title: Executive Director/CEO
 2/18/2021 | 8:33 AM CST
 Date: _____

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

Vendor Details

Company Name: Gilbarco Inc
Does your company conduct business under any other name? If yes, please state: Gilbarco Veeder-Root
Address: 7300 W Friendly Ave
F-88
Greensboro, NC 27410
Contact: Adrienne Rutherford
Email: adrienne.rutherford@gilbarco.com
Phone: 336-430-0457
Fax: 336-547-5174
HST#: 52-1504784

Submission Details

Created On: Tuesday August 25, 2020 12:42:14
Submitted On: Tuesday September 29, 2020 08:53:21
Submitted By: Adrienne Rutherford
Email: adrienne.rutherford@gilbarco.com
Transaction #: c8bc6bcc-c79b-4c9d-a8b1-c9093115a9e5
Submitter's IP Address: 104.129.206.173

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):	Gilbarco Inc
2	Proposer Address:	7300 West Friendly Avenue Greensboro, NC 27410
3	Proposer website address:	gasboy.com, veeder.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):	Chris Whitley VP Sales & Marketing North America chris.whitley@gilbarco.com 1-336-547-5030
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Adrianne Rutherford Customer Operations Manager, Commercial/Industrial Products adrianne.rutherford@gilbarco.com 336-547-5174
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Heather Terhart Assistant Commercial Account Manager heather.terhart@gilbarco.com 336-547-5000

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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>Gilbarco Veeder-Root is the global leader in fuel dispenser technology and integrated fueling solutions and has been an industry leader for over 150 years. You can read more about our company history at the website listed below. We are backed by the strength of our parent company, Fortive Corporation, and the Fortive Business System.</p> <p>Gilbarco Veeder-Root History: http://www.gilbarco.com/us/about/corporation/company-history</p> <p>Gilbarco Veeder-Root's mission is to keep the world moving with the best fueling technology and services. Our core values help us drive our mission to fuel the world. We build extraordinary teams for extraordinary results.</p> <ul style="list-style-type: none"> • Customer success inspires our innovation • Kaizen (and continuous improvement) is our way of life • We compete for shareholders <p>Gilbarco Veeder-Root's industry-leading brands of Gasboy, Veeder-Root, and Red Jacket provide a complete suite of products and services for fleet and fuel management. We are dedicated to providing systems that are reliable, innovative, and cost-effective, and meet fleet operators' needs precisely. We understand that our systems are about more than dispensing, controlling, and managing fuel and related products. They're really about helping our customers maximize productivity and profitability.</p>
8	What are your company's expectations in the event of an award?	Gilbarco Veeder-Root will continue to work with Sourcewell members to provide the best possible Fleet and Fuel management solutions at the best value. We will actively market Sourcewell through representation on our website, webinars, distributor newsletters and tradeshow.

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Gilbarco Veeder-Root is owned by Fortive Corporation. Fortive's reporting and filing can be found https://investors.fortive.com/financial-reports-filings/annual-reports-and-proxy-statements/default.aspx . Fortive is publicly traded on the NYSE under FTV. Gilbarco's DUNS and Bradstreet number for credit reference is 001115245.	*
10	What is your US market share for the solutions that you are proposing?	Gilbarco Veeder-Root is the industry leader for fleet and fuel management solutions in the commercial fueling field. Gilbarco Veeder-Root, with the family of products included in this RFP, has greater than 50% market share in the US and Canada.	*
11	What is your Canadian market share for the solutions that you are proposing?	Gilbarco Veeder-Root is the industry leader for fleet and fuel management solutions in the commercial fueling field. Gilbarco Veeder-Root, with the family of products included in this RFP, has greater than 50% market share in the US and Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Gilbarco Veeder-Root has never petitioned for bankruptcy.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Gilbarco Veeder-Root is the manufacturer of the Gasboy Atlas fuel dispensers line, Veeder-Root tank gauges and electronic meter registers (EMR3), and Red Jacket pumps/controllers. Gilbarco Veeder-Root has both a direct sales and service force, and the industry's largest network of 193 authorized distributors and over 5,000 certified installation service contractors in North America. Many distributors both sell and service the Gilbarco Veeder-Root product lines. Each distributor employs their own sales and service force, and operate as a separate entity. In addition to supporting Gilbarco Veeder-Root product lines, they may also sell additional products such as storage tanks that would be used for full site construction needs.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Gilbarco Veeder-Root's distribution and service contractors are required to hold all necessary and applicable business and industry-specific state, county, or city required licenses. Gilbarco Veeder-Root holds business licenses where needed as well. All of our Gilbarco Veeder-Root certified ASC's (authorized service contractors) also have product-specific certifications from Gilbarco Veeder-Root authorizing them to complete installation, commissioning, and warranty work.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Gilbarco Veeder-Root does not have any suspension or disbarment actions that have applied to our organization.	*

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	Industry Certifications: <ul style="list-style-type: none"> • ISO 9001:2015 Certified - Certificate number 10001312 • Environmental Protection Agency (EPA) - Leak Detection Evaluations List • National Conference on Weights and Measures (NCWM) • National Institute of Standards and Technology (NIST) • Underwriters Laboratories (UL) • California Area Resources Board (CARB)
17	What percentage of your sales are to the governmental sector in the past three years	Gilbarco Veeder-Root's percentage of sales to the government and education sectors varies by major product line., but overall approximately 40% of our business comes from the government and education sectors.
18	What percentage of your sales are to the education sector in the past three years	Gilbarco Veeder-Root's percentage of sales to the government and education sectors varies by major product line., but overall approximately 40% of our business comes from the government and education sectors.
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?	Gilbarco Veeder-Root's products and services are sold through several state and cooperative purchasing contracts through our distribution channel. Examples of these include the State of New Jersey, the State of New York, the State of Kansas, and Buyboard (formerly Texas Buyboard).
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?	Gilbarco Veeder- Root does not currently hold any GSA contracts.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Town Of Smithtown	Christopher Carter	631-360-7550
City of Cape Coral	Bob Taylor	239-574-0889
City of Lincoln Fleet Services	Jim Jackson	402- 441-7705

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 *
City of Kenosha	Government	Wisconsin - WI	Fuel management and fuel dispensing system	all city fuel sites	\$180,000
City of Jersey City	Government	New Jersey - NJ	Fuel rings and nozzles, Islander Plus	3 sites	\$80,000
Henrico County	Government	Virginia - VA	EKOS software fuel management system for 8 sites	8 sites	\$120,000
Kansas Department of Transportation	Government	Kansas - KS	Dispensing and fleet management system for Dept of Transportation sites	DOT sites	\$69,000
University of Minnesota Twin Cities	Education	Minnesota - MN	Fuel management system	University Sites	\$35,000

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.	Gilbarco Veeder-Root has a sales force of 25 direct employees that are tasked with supporting our direct customers and distributors within their assigned territory in North America (including Canada and Mexico). In addition, each distributorship has their own sales, support, and service employees.
24	Dealer network or other distribution methods.	The majority of our products are sold through distribution partnership agreements. The Gilbarco Veeder-Root dealer network in North America consists of approximately 200 distributors, many of which have more than one office branch. In addition, many of our distributors are also fully-certified service and installation providers, which provides Sourcewell members with comprehensive local partners who can provide complete support in their area.
25	Service force.	Gilbarco Veeder-Root provides comprehensive service and product support through a team of over 300 direct employees (24x7 call center, technical support, and field support). Gilbarco has a network of over 5,000 certified technicians through its distributors and authorized service contractors base. Core competencies include: technical support, rapid response time, and geographical coverage. We require all authorized service contractors to respond within 24 hours of receiving a dispatch. If more than 50% of a site is down, ASC's provide emergency response time of 6 hours. Gilbarco also has the capability to remotely resolve various types of field issues to avoid unnecessary technician visits.
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.	Gilbarco Veeder-Root will continue to assign a single point of contact within our Sales Department to assist Sourcewell members through the entire process. We will provide multiple methods for Sourcewell members to initiate requests for products or information, including via phone, email, and a landing page form. Gilbarco Veeder-Root will be in contact with the Sourcewell member within 1 business day to respond to the member's request. Upon initiation of a request, Gilbarco Veeder-Root will work with local distributors to provide quotes to the Sourcewell member. Each of our distributors has an assigned Gilbarco Veeder-Root customer service team member who works with them on order processing and fulfillment details. If the member desires a complete turn-key solution with managed installation, Gilbarco Veeder-Root will provide complete product quotes, including installation, and manage the full installation process for the member. In regard to service goals, our authorized service providers are required to manage high-priority (e.g. site down) service calls within 4 hours, and all other calls within 24 hours. Gilbarco Veeder-Root manages our service providers through a team of market service managers to verify and maintain our service levels and customer satisfaction. This team also manages warranty rates and increases, which incentivizes the service company to maintain these service levels.
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Gilbarco Veeder-Root is a global entity with the capability to provide products and services throughout North America.
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Gilbarco Veeder-Root is a global entity with the capability to provide products and services throughout North America.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Gilbarco Veeder-Root is a global entity with the capability to provide products and services throughout North America.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	This is not applicable as we provide services throughout North America.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract or restrictions that would apply to the mentioned entities. Our products are shipped to the selling distributor and in turn, they work with the end customer to deliver the equipment to its final destination.

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>Gilbarco Veeder- Root conducts frequent training with its internal and distributor sales teams through a mix of remote monthly webcasts, conference calls and newsletters. We would feature our renewed contract with Sourcewell as part of a marketing campaign and retrain our sales and distribution team on the effectiveness of the contract. Gilbarco actively participates in a variety of national and regional industry trade shows. Our partnership with sourcewell will be promoted on materials/signage at appropriate trade shows where member agencies might participate. Gilbarco is also willing to participate in trade shows attended by or recommended by Sourcewell to connect with members. In addition to current marketing materials for Gilbarco products and services, Gilbarco will continue to produce Sourcewell specific brochures/fliers that highlight the program details and included product lines. These materials will be distributed to member agencies through the various communication methods described here. Gilbarco's marketing communications team actively promotes programs on our website and through social media. The Sourcewell contract will be promoted through those resources as well as the landing pages on our websites. Gilbarco will utilize marketing automation tools to interact with member agencies that generate web leads through our website or email campaigns.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>At Gilbarco Veeder-Root, we use technology and data to enhance our marketing in 4 key ways:</p> <ul style="list-style-type: none"> • Improving the customer experience - Our Voice of the Customer (VOC) approach to data analytics allows us to understand how and why customers make decisions. More importantly, how marketing and sales functions impact those decisions. We apply those insights to our on-page SEO, structured metadata, inbound lead qualification, telespecting and content creation. We believe successful marketing and discoverability starts from knowing your customer. • Identifying new product or service opportunities - Utilizing actionable market insights, such as new product requests or competitive service mentions, we build a foundation for innovation and competitive advantage. We consider augmenting structured data (such as forms and transactions) with unstructured data (including text mining social media) to extract context for creating relevant content. We bridge offline, online and social behaviors so that we can tailor products and services to individual customers. • Creating more targeted marketing across touchpoints - We believe that smarter data analytics requires a multi-touchpoint lens that integrates all mediums into one picture. The data can be used to provide real-time decision-making about how and what to say to customers. Tools and platforms such as Salesforce, social media, and Google Analytics make it easier to activate insights. We drive that content consumption with structured metadata approach that promotes discoverability and distribution while delighting our customer. • Identifying opportunities for process efficiency - As we evaluate landing pages, content, and customer feedback loops, we improve demand forecasting and utilize the data to streamline the traditional processes of sales prospecting, value chain, and multi-channel optimization. We invest in the strategy and analytical tools that allow us to derive deeper insights and make faster decisions for competitive advantage.
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>We would request that Sourcewell lists Gilbarco and its individual brands in any appropriate website and print materials. Gilbarco Veeder-Root would also request that Sourcewell provide a list of its member agencies with appropriate contact information in order to facilitate our marketing efforts.</p> <p>Gilbarco Veeder-Root and its authorized distributors will utilize the awarded Sourcewell contract as a means to improve our sales process by promoting the ability for member agencies to avoid lengthy and costly RFP processes by taking advantage of the competitive Sourcewell contract pricing.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>The best process for Sourcewell members is to work directly with one of our many distributors to configure and place an order. Gilbarco Veeder- Root can assist the members with finding the best solution and products for their entity and suggest the closest and most reliable distributor in their area.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Gilbarco Veeder-Root provides standard (no additional cost) operator training at the time of installation to provide Sourcewell members with the knowledge of how the equipment and software applications work. The initial operator on-site hardware training and maintenance best practices are provided by the certified installation contractor. In addition, software training and assistance are provided by product subject matter experts from Gilbarco Veeder-Root via phone and webinar sessions after the software is configured. Gilbarco Veeder-Root provides a set-up and configuration of the offered software packages based on the Sourcewell member's desired needs. Our Product Support Specialists facilitate conference call and webinar sessions with the member to provide this initial service. Upon completion, the specialist will then provide initial software user training. Additional support is provided by our Technical Assistance Center team upon customer request. Any additional web or on-site training can be requested by a Sourcewell member, and a customized program will be developed at an additional cost based on the member's desired training requirement.
37	Describe any technological advances that your proposed products or services offer.	Gilbarco Veeder-Root is the only company that can provide a complete industry solution for fleets with fueling infrastructure. The system is modular and scalable to provide Sourcewell members the capability to utilize the appropriate hardware or software modules to provide the best return on investment. Focused on fuel economy, Fuel & Fleet System gives fleet managers a powerful set of Fuel & Fleet management tools designated to reduce fuel expenses, maximize fleet efficiency and control operations. The immediate effect of implementing this solution results in significantly increased fleet utility rate, reduction of unnecessary fuel expenses, and effective prevention of fuel fraud and theft.
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.	Gilbarco Veeder-Root has an established Environmental Management System based on ISO 14001. Gilbarco has established this system as environmental objectives is part of our corporate responsibility. We seek to create a more sustainable business operationally through reducing negative impacts and increasing positive ones. Our 2020 Goals are 1) Prevent and Reduce Pollution (reduce, reuse and recycle) 2) Understand, Achieve and exceed compliance obligations 3) Manage Significant aspects and consider lifestyle impacts 4) Performance improvement to reduce impacts 5) Speak up, be responsible and encourage others to reduce impacts Based on these goals our current objectives are 1) Reduce Electrical consumption 5% year over year 2) Reduce water consumption 5% year over year 3) Reduce waste to landfill/treatment 5% year over year
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.	Currently, Gilbarco Veeder- Root does not have any third party issued eco-labels, ratings, or certifications on our equipment.
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.	Currently, Gilbarco Veeder-Root does not have a WMBE or SBE accreditation, nor do we track these types of accreditations for our distribution channel. If Sourcewell members wish to purchase from companies with these accreditations, Gilbarco Veeder-Root will make every effort to accommodate the need of the member to find a distributor channel partner who qualifies.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Gilbarco Veeder-Root is the global leader of integrated technology solutions in the commercial petroleum industry. With our reliable commercial fueling dispensers, technologically advanced fleet management systems, and best-in-class fuel and logistics management systems, Gilbarco Veeder-Root delivers completely integrated solutions from the forecourt to the home office. Gilbarco has the proven expertise that our customers around the world have come to depend on. Gilbarco has a wealth of experience in large scale rollouts to nationwide customers by utilizing our local authorized service and support network. Gilbarco provides comprehensive service and product support through a team of over 300 employees (24x7 call center, technical support, and field support). In addition, Gilbarco uses a network of over 5,000 technicians through its distributors and authorized service contractors base.

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?	The Gilbarco warranty covers all products, parts and labor for a specified amount of time as outlined in the warranty attachments.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>The Commercial Pumps and Dispensers exclude hose breakaways, nozzles, hoses and fittings, nozzle-end swivels, retriever cables, graphics materials specified by the customer, fuel filters, belt adjustments, meter calibration, fluorescent lamps, vapor recovery testing and balance system piping, customer-specified items manufactured by others, and customer requested reprogramming of equipment. Some of these excluded items may be warranted by their manufacturer, and warranty claims in connection with these items must be presented directly to the manufacturer.</p> <p>General Exclusions</p> <ol style="list-style-type: none"> Problems caused by faulty installation are not covered by this warranty. This warranty applies only if equipment has been installed and used in accordance with Gasboy Installation, Operating, and Service Instructions. Problems caused by improper maintenance of equipment are not covered by this warranty. Use of service personnel other than qualified Gasboy service providers without prior approval of the Warranty Administration Department will void payment of the warranty claim in question. Damage suffered by Gasboy's equipment resulting from shipping, accident, power surges, neglect, misuse, act of Nature, or abuse is not covered by this warranty. Use of non-Gasboy replacement parts, defects caused by the unauthorized addition of non-Gasboy items to Gasboy equipment or by the unauthorized alteration of Gasboy equipment voids this warranty. THIS WARRANTY DOES NOT COVER ANY INDIRECT DAMAGES OR LOSS OF PRODUCT OR REVENUE. Repair or replacement of the defective part or component under the terms of this warranty is the EXCLUSIVE REMEDY. Gasboy is not liable for incidental, consequential or indirect damages or loss, including without limitation personal injury, death, property damage, environmental damages, product damages, loss of product, or loss of revenue or profits. Gasboy is not liable for any claims or lawsuits against the customer. This warranty does not cover any pump or dispenser components that come in contact with Biodiesel (21% or greater), E85, M85, or fuels containing more than 5% methanol or 10% ethanol or 15% MTBE by Volume, unless the units are specifically, originally built for use with these special fuels. Notwithstanding the foregoing, beginning with units built on April 1, 2008, Gasboy pump or dispenser components will be warranted for use with ethanol fuels up to E15. Gasboy dispensers shall not be used for the direct fueling of aircraft without filters, separators, and other equipment necessary to ensure product purity. Atlas™ E85 dispensers (models 9872KX series) are approved for use with ethanol fuel blends up to E85 (85% ethanol) and are suitable for use with Biodiesel fuels up to B100. Diesel Exhaust Fluid (DEF) dispensers (models 9862KX) or the DEF hydraulic components within a dispenser are intended for approved DEF only, and therefore are not warranted for use with any other fluid or fuel. All DEF must meet applicable API standards. Use of any fluid(s) other than API-approved DEF will void this warranty. Atlas DEF warm weather dispensers (models 9862KX-WW) without an internal heater are not approved for use in ambient temperatures below +12 °F, and are not warranted for any damage or failure caused by freezing DEF
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The Gilbarco warranty will cover full MTL for warranty repairs that fall under provided guidelines in the attached warranty statement.
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?	Gilbarco has certified technicians that cover all of North America.

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?	All products in our proposal will be covered by warranty per the attached warranty statements provided in Appendix B.	*
47	What are your proposed exchange and return programs and policies?	<p>Excess Equipment Return:</p> <ul style="list-style-type: none"> o Equipment sold via authorized distributor - Returns would be handled by the distributor and the Sourcewell member may be charged a fee based on the distributor's standard policies. o Gilbarco Veeder-Root managed turnkey program - Returns would be handled by the assigned Gilbarco project manager and no fee would be charged to the Sourcewell member. <p>Exchange of Equipment:</p> <ul style="list-style-type: none"> o Equipment sold via authorized distributor -- Returns would be handled by the distributor and the Sourcewell member will not be charged a fee. o Gilbarco Veeder-Root managed turnkey program - Returns would be handled by the assigned Gilbarco project manager and the member would not be charged a fee. 	*
48	Describe any service contract options for the items included in your proposal.	<p>Gilbarco provides various levels of service contract:</p> <ol style="list-style-type: none"> 1) Installation Project Management- A full turn-key solution. Our Project Management team provides all needed project planning, execution, and follow-up needed to seamlessly transition to the new fuel system. 2) Service Account Management- After installation, this service provides troubleshooting, service dispatching for any site equipment and service needs. Member would be assigned a dedicated Account Manager to provide on-going assistance and reporting needs. 3) Remote Technical Support and Troubleshooting- Access to our Technical Assistance Team for all troubleshooting and technical questions. This level of service also provides software upgrades. 	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	<p>Hardware purchase with customer-managed installation - Sourcewell members will be offered industry standard and favorable payment terms from their local Gilbarco authorized distributor.</p> <p>Turn-key solution with Gilbarco managed installation - Gilbarco can manage all hardware purchases and contractor payment, in which case our standard payment terms are 2%/10, Net 30.</p> <p>Cloud software solution telematics monthly fee - Standard payment terms are Net 30.</p>
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?	<p>Sourcewell members will have access to competitive financing options on Gilbarco products through our partnership with Patriot Capital (www.patriotcapitalcorp.com), an industry-leading financing solutions provider to the convenience store and commercial petroleum industry. We also work with NCL who is an awarded finance vendor via a Sourcewell contract to provide flexible options for financing.</p>
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>Sourcewell members will be able to submit a simple online form through a Gilbarco Sourcewell landing page to initiate the ordering process. Once received, the Gilbarco Veeder-Root Sourcewell contract administrator will receive the form and contact the member to discuss their equipment and software needs. Gilbarco Veeder-Root will then work with the member and our local distribution service providers to finalize customer's needed equipment and place the appropriate orders.</p> <p>Gilbarco has the ability to track all Sourcewell orders by using a specific promotional code and the Sourcewell member number. For equipment only purchases, the authorized distributor channel partners will be able to use this code when placing orders on behalf of Sourcewell members. Gilbarco Veeder-Root will also use the same code for any equipment or services when contracted to provide full turnkey managed solutions. Gilbarco will be able to provide both summary and detailed quarterly reports of all Sourcewell sales.</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?	<p>For Sourcewell members that request turn-key services through Gilbarco, P-card procurement is accepted with a 3% processing fee. For members that work with their local authorized Gilbarco distributor, acceptance of P-card will depend on the specific distributor's policies. Any additional charges that may apply from the P-card network are subject to the member's contract with their P-card provider.</p>

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.	Product Category Discount. All items are detailed in the pricing document attached.
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.	Gilbarco is offering 20% off MSRP prices for Gasboy products and 10% off for all Veeder-Root products
55	Describe any quantity or volume discounts or rebate programs that you offer.	Gilbarco Veeder-Root has provided the best pricing to Sourcwell and its members. Because of this, no additional quantity or volume discounts or rebate programs are being offered at this time.
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.	Sourcwell members have the ability to secure "sourced" products or related services that are not listed in our proposal by contacting Gilbarco Veeder-Root through our Sourcwell branded web page. The Sourcwell member will specify the exact "sourced" product or related service they are looking for on the form and submit to the Gilbarco Veeder-Root Sourcwell Administrator. The Sourcwell Administrator will contact the Sourcwell member and provide assistance to supply a quote for each such request.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Gilbarco Veeder-Root provides products and services that can be customized to each Sourcwell member's facility. In addition to equipment costs, there are commonly additional costs that include items like equipment installation, commissioning, and initial site surveys. Gilbarco Veeder-Root and the distribution channel partner will be working collectively to provide a complete installed price. This will give the Sourcwell member a full understanding of the total cost of acquisition.
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.	Gilbarco Veeder-Root charges an additional nominal fee for shipping the products proposed. This fee would be added to the products listed in the Products Pricing Appendix. Gilbarco Veeder-Root uses a Zoned rate per unit by product. Discounted truckload rates are offered for Gasboy Atlas dispensers. Complete shipping and handling rates for the US and Canada are located in Appendix C of the Narrative Response packet.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipments to Hawaii and Alaska are sold Free On Board seller's dock with transportation paid to the port of embarkation on the West Coast of the continental United States. Zone 8 shipping and handling rates apply to the port of embarkation on the West Coast. Additional "collect" charges apply from the port of embarkation to the final destination.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Gilbarco Veeder-Root uses the most cost effective means to deliver the products offered in the proposal. With our large network of stocking distribution channel partners, Sourcwell members are able to secure parts and supplies very quickly.

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.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Gilbarco Veeder-Root will be conducting quarterly self-audit reviews to verify compliance with our proposed Contract with Sourcewell. The Gilbarco Veeder-Root Sourcewell Contract Administrator and commercial account managers will be managing the self-auditing process. These individuals will be collecting sample quotes every quarter from distributors to ensure that each Sourcewell member was provided the proper pricing. A special Sourcewell ordering code will be established to ensure that all sales to members are recorded. This will allow Gilbarco Veeder-Root to report all sales under the Contract each quarter and ensure that the proper administrative fee is administered to Sourcewell. By conducting this self-audit quarterly, the Gilbarco Veeder-Root Sourcewell Contract Administrator will be able to spot any deficiencies in the process and prepare corrective measures in a timely manner.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Gilbarco Veeder-Root proposes a 2% administrative fee to Sourcewell in the event of an awarded Contract.

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

Line Item	Question	Response *
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64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Fuel Tank Management: Veeder-Root is the number-one supplier of automated tank gauges in the world, backed by an unmatched service network. Over half a million customers around the world depend on Veeder-Root to prevent loss of product and profits. Veeder-Root also assures hassle-free compliance, reliable systems, advanced engineering and responsive service.</p> <p>Pumping Systems: Red Jacket offers the industry's most advanced Submersible Turbine Pumps (STPs). Red Jacket delivers the highest efficiency, fuel flow and lowest power consumption to fuel pumps. Red Jacket STPs are the most widely installed submersible fuel pump in the world.</p> <p>Commercial Fuel Management: Gasboy's fleet management systems provide the capability to account for every ounce of fuel used in managing a fleet. Whether our customers manage vehicles for a trucking company, heavy construction equipment operation, marina, airport, government or municipality, Gasboy's fleet fuel management solutions provide the ability to manage fuel for every vehicle. The system includes an advanced web-based site fuel controller that can be pedestal mounted on the island, in the backroom of the site, or even mounted on a mobile fuel truck; an island card reader can provide multiple ways to control driver access to fuel, including codes, magnetic stripe cards, HID cards, Mifare RFID tags, or Gasboy's Fuel Point PLUS wireless identification systems that can automatically capture vehicle error codes and odometer information directly from the vehicle. The Gasboy web-based Fleet Head Office Software and our EKOS Cloud-hosted Software can consolidate data from multiple sites and generate superior fuel management and fleet management reports.</p> <p>Commercial Fuel Dispensing: The Gasboy Atlas product family offers a wide-range of pumps and dispensers with features and options designed specifically to meet the unique needs of fleet operators. The Atlas series is rugged, durable, reliable and perfectly suited for the tough fleet fueling environments. Electronic and mechanical choices are available for unattended applications. High flow, Super High Flow, and Ultra High models provide fast fueling for large vehicles. Satellite dispensers allow simultaneous fueling of saddle tanks to reduce fueling time. Gasboy Atlas pumps and dispensers are compatible with the full range of Gasboy Fleet Management Systems to help you track and manage your fleet better.</p> <p>Commercial Combined Fuel Management/Dispensing option: The Gasboy Atlas product family offers a wide-range of pumps and dispensers with features and options designed specifically to meet the unique needs of fleet operators. The Atlas series is rugged, durable, reliable and perfectly suited for the tough fleet fueling environments. Electronic and mechanical choices are available for unattended applications. High flow, Super High Flow, and Ultra High models provide fast fueling for large vehicles. Satellite dispensers allow simultaneous fueling of saddle tanks to reduce fueling time. Gasboy Atlas pumps and dispensers are compatible with the full range of Gasboy Fleet Management Systems to help you track and manage your fleet better.</p> <p>Software as a Service: EKOS is the only system that provides software, modules, applications, and other cloud based tools to help you buy, manage and transact within the fuel industry. EKOS has 4 main modules - Fuel site, bulk fuel, Fuel cards and Fleet maintenance. It's your all in one solution for fleet management needs.</p> <ul style="list-style-type: none"> • Services – Project management of customer software and hardware installation is a valuable service for all members. Our Project Management team provides all needed project planning, execution, and follow-up needed to seamlessly transition to the new fuel system. In addition, Member's site uptime in the field, after the sale, is also a primary area of focus for our business. From Certified Gilbarco Parts, to extensive training resources, award-winning technical documentation and rich services that prolong the trouble-free life of your equipment, our strong support will maximize your equipment uptime. We offer a varying range of services such as remote helpdesk technical support, service contractor dispatching, and full service account management.
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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"> Fuel Tank Management (Veeder-Root) <ul style="list-style-type: none"> o Automatic Tank Gauges o Leak Detection Sensors for tanks and lines Fleet Management (Gasboy) <ul style="list-style-type: none"> o RFID Automated Vehicle Fueling Authorization and Data Collection o Fuel Authorization System o Fleet Equipment and Maintenance Tracking o Web based and SaaS Cloud hosted solution Fuel Dispensing and Pumping Systems (Gasboy) <ul style="list-style-type: none"> o Mechanical and Electronic Pumps and Dispensers (Atlas) o Submersible Turbine Pumps (Red Jacket) o Electronic Meter Registers (EMR3) Services <ul style="list-style-type: none"> o Remote Helpdesk Technical Support o Project Management (Turn-key solution) o Service Account Management
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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 type="radio"/> Yes <input checked="" type="radio"/> No	We do not carry these as a product *
67	Fuel and fluid hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	Gasboy manufactures Atlas dispensers and controllers that cover this category *
68	Fuel and fluid management software	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have multiple options for software packages that cover this option *
69	Installation, testing, maintenance or repair services	<input checked="" type="radio"/> Yes <input type="radio"/> No	We will be offering options for our distributors to include installation work/materials. *

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We will continue to pull weekly reports to review with our sales team to show them how they're utilizing the Sourcewell contract. Each Commerical Account Manager will have commission-based goals tied to Sourcewell orders within their territory
71	Describe the security systems in place for protecting and controlling access to your solutions.	Gasboy's Cloud Hosted SaaS solution is hosted and secured by Segra, utilizing Segra's security center to prevent any unauthorized access to the application servers and data. User authentication is implemented on all UIs. All passwords are stored in encrypted form in the system. Configurable password policy and complexity rules are available to match the members' policy. System software versions regularly go through security audits and code reviews for identification of any possible vulnerabilities. OS are regularly upgraded to include any security updates. The Fleet Head Office software solution will exist locally within the member's IT environment. All security will be subject to the member's security protocols. Any data back-up procedures would also be subject to member IT standards and protocol Access to the Gilbarco Veeder-Root facility is controlled by coded cards and guarded entries. There are CCTV cameras throughout the facility that are monitored by the security staff. All servers and related hardware are stored in card controlled rooms. External applications reside in a DMZ, network and databases are firewalled off, and access is restricted to authorized personnel only. Furthermore, only authorized team members are allowed access to these rooms, and that access is logged. We do internal audits and are subject to SOX/UL/ISO audits and have completed SSAE 16 certification.
72	Describe how you will secure any participating entities' data captured during transactions.	The system supports SSL encryption for all user access and external APIs. Data storage in the host facility is secured using Segra security. In addition, all data is fully backed up regularly. The Fleet Head Office software solution will exist locally within the member's IT environment. All security will be subject to the member's security protocols.
73	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	Our Software solutions track fuel from delivery through dispensing and have the ability to alert users to discrepancies, saving fleet managers and entities time and money.
74	Describe how you work with participating entities to ensure environmental best practices are followed.	Our certified technicians are trained by internal Gilbarco field staff to ensure proper installation and to follow all required environmental guidelines. Gilbarco Veeder - Root manuals and installation guides are available to provide the appropriate information to follow environmental best practices.
75	Describe how your organization meets all relevant environmental regulations.	All equipment is designed and tested to meet required environmental regulations. We are ISO 9001 certified to ensure quality consistency in our manufacturing practices.
76	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	Gilbarco Veeder - Root has not had any infractions or sanctions against our products within the past 5 years.

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - FOR-AR2019_single.pdf - Friday September 25, 2020 08:49:54
- [Marketing Plan/Samples](#) - Appendix A - Marketing Examples.zip - Friday September 25, 2020 08:52:50
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Appendix B - Warranty Statements.zip - Friday September 25, 2020 08:53:13
- [Pricing](#) - GPL-5100Y- Sourcewell - Gilbarco Veeder-Root Member Pricing RFP 2020.xlsx - Tuesday September 29, 2020 08:40:45
- [Additional Document](#) - Sourcewell RFP Narrative Response Packet.pdf - Monday September 28, 2020 19:49:05

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. - Chris Whitley, VP- Sales & Marketing, US, Gilbarco Inc

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

Yes No

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

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

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

GILBARCO GASBOY® EQUIPMENT AND SERVICES ORDER

This Gilbarco Gasboy® Equipment and Services Order (“**Order**”) is entered into as of the last date set forth below (the “**Order Effective Date**”) by the customer listed below (“**Customer**”) and Gilbarco Inc. (“**Gilbarco**”). By signing this Order, Customer understands that the Order is subject to the Gilbarco Terms and Conditions of Sale for Products attached hereto as Exhibit 1 and the Installation Services Terms and Conditions in Exhibit 2 (collectively the “**Terms**”).

Under this Order, the Customer will receive:

1. certain Gilbarco Gasboy® equipment set forth below (“**Equipment**”); and
2. certain installation services as set forth in Exhibit 2 (“**Installation Services**”).

In the event of a conflict between this Order and the Exhibits, this Order shall control.

This Order shall become effective upon the Order Effective Date and shall remain in effect for one (1) year. Notwithstanding the foregoing, this Order may be terminated as provided in the Terms.

Equipment

Equipment Description	Part Number	Price Per Unit	Units	Subtotal
			Gasboy® Supplied Hardware Sub Total:	\$

Installation Services – per Exhibit 2.

	Price Per Unit	Units	Subtotal
Installation			
Project Management			
		Total:	\$

Customer Name: _____

Address: _____ **City:** _____

State: ____ **Zip:** _____ **Contact Name:** _____

Email Address: _____ **Phone #:** _____

Fed Tax ID #: _____

CUSTOMER:

By: _____

Name: _____

Title: _____

Date: _____

GILBARCO INC.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1**GILBARCO INC. ("Seller")****TERMS AND CONDITIONS OF SALE FOR PRODUCTS (EQUIPMENT)**

1. Acceptance. The following terms and conditions of sale are applicable to all quotations and purchase orders and are the only terms and conditions applying to the sale of Seller's products or services except those that relate to prices, quantities, delivery schedules, and the description and specifications of the products. Seller hereby objects to and rejects any other terms and conditions appearing on, incorporated by reference in or attached to a purchase order. Buyer's acceptance of products or services called for in said purchase order shall constitute its acceptance of the following terms and conditions.

2. Billing and Payment.

(a) Payment shall be due within thirty (30) days from date of invoice (Net 30 Days) unless otherwise agreed to in writing by Seller. Payment terms are subject to approval of Seller's credit department. Seller reserves the right to impose finance charges which is the lower one and one-half percent (1½%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. However, if in Seller's opinion, Buyer's financial condition reasonably appears to call for such action, Seller may require payment in advance.

(b) Prices quoted are exclusive of, and Buyer agrees to pay, any foreign, federal, state or local excise, sales, use, personal property or any other taxes or duties, excepting only taxes based on Seller's income. Any certificates or other evidence of applicable exemptions to such taxes or duties must be made available to Seller prior to invoicing or such taxes or duties will be charged to Buyer, provided, however, that if Seller does not collect such items from Buyer and is later requested or required to pay the same to any taxing authority, Buyer will promptly make such payment to Seller or, if requested by Seller, directly to such taxing authority.

(c) If any particular invoice is not paid when due, Buyer agrees to pay all collection costs if this account is referred outside for collection or, if suit is brought to collect this account, Buyer agrees to pay all costs and reasonable attorneys' fees, including all costs and reasonable attorneys' fees incurred on any appeal to an appellate court.

3. Place of Delivery and Method of Tender.

(a) Sales within U.S. Delivery terms and pricing for sales within the United States are CPT Seller's Dock, Greensboro NC (Incoterms 2010) unless otherwise agreed to in writing by Seller. Seller shall arrange for transportation of the Products ordered by an appropriate means of transportation. Freight is Pre-paid from Seller's Dock (Point of Delivery) and incurred after the Products are delivered to the carrier from Point of Delivery to the Place of Destination. Risk of loss of or damage to the Products or any part of the Products shall pass to the Buyer upon delivery to carrier at the Point of Delivery, and Buyer shall have the responsibility of filing any damage claims with the carrier. Buyer shall arrange for applicable insurance covering the Products from Point of Delivery to their Place of Destination. Legal title to the Products shall pass to Buyer at the Point of Delivery.

(b) Sales outside of U.S. Delivery terms and pricing for export sales are FCA Seller's Dock, Greensboro NC (Incoterms 2010) unless otherwise agreed to in writing by Seller. Seller shall arrange for transportation of the Products ordered by an

appropriate means of transportation and pay all inland freight charges from Seller's Dock (Point of Delivery) to the first USA port of export unless otherwise agreed to in writing by Seller. Buyer shall arrange for applicable insurance covering the Products during transit to their destination. Where Buyer requires special delivery requirements, any special expense is to be borne by the Buyer, including special handling, packaging and additional freight charges. When "export packing" is required, any extra charges such as export duties, licenses, fees and the like shall be borne by Buyer. Risk of loss of or damage to the Products or any part of the Products shall pass to the Buyer upon delivery to carrier at the Point of Delivery, and Buyer shall have the responsibility of filing any damage claims with the carrier. This order is subject to Seller's ability to obtain export licenses and other necessary papers within a reasonable period. Buyer will furnish all Consular and Customs declarations and will accept and bear all responsibility for penalties resulting from errors or omissions thereon. Buyer shall not re-export the Products or items which incorporate the Products if such re-export would violate applicable export laws. Legal title to the Products shall pass to Buyer at the Point of Delivery, except for sales to Canada or Central or South America (excluding Mexico), in which case legal title to the Products shall pass to Buyer when the Products cross an international border (including without limitation entering international waters), or at such later point as may be agreed to in writing by Seller.

4. Installation. Unless otherwise specified in writing on a quotation provided by an authorized representative of Seller, Buyer assumes responsibility for installation. Seller agrees to make installation and on-site technical support services available at Seller's then-prevailing rates.

5. Maintenance. Buyer assumes responsibility for maintenance on the Products sold to Buyer. Seller agrees, however, to make maintenance services available at its then-prevailing rates.

6. Warranties. Seller warrants its equipment parts and supplies in accordance with its standard warranty policies. A written copy of these policies accompanies these terms and conditions or is available upon request. THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. NO EMPLOYEE OR AGENT OF SELLER, OTHER THAN AN OFFICER OF SELL, IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FORGOING.

7. Limitation of Buyers Remedies. IN NO CASE SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGE BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL, EQUITABLE, OR STATUTORY CLAIM, CAUSE OF ACTION, OR LEGAL THEORY. IN ANY EVENT, SELLER SHALL BE SOLELY LIABLE FOR ACTUAL DAMAGES CAUSED BY SELLER'S BREACH AND SELLER'S MAXIMUM LIABILITY HEREUNDER, REGARDLESS OF THE

LEGAL THEORY, SHALL NOT EXCEED THE CONTRACT PRICE OF THE PRODUCTS FURNISHED BY SELLER UNDER THE APPLICABLE ORDER.

8. Sellers Remedies. Without waiving any other rights or remedies available to it under applicable law or otherwise, Seller may, at its option, defer shipment or deliveries hereunder or under or pursuant to any other contract with Buyer, until all past-due accounts of Buyer to Seller have been satisfied in full. Any rights or remedies of Seller granted in these Terms and Conditions shall be in addition to and not in lieu of any other rights or remedies Seller may have at law or in equity.

9. Proprietary Rights. Seller shall retain all rights to designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising out of or evolving as a result of Seller rendering engineering services to and designing systems and Products for Buyer's use. Buyer agrees not to enforce against Seller or customers of Seller any patent rights, the scope of which includes a system, process or business method utilizing Products or engineering services delivered hereunder by Seller and which relates to an invention, improvement, enhancement or development made by or for Buyer on a date subsequent to the date of Seller's offer hereunder.

10. Hazardous Materials. Buyer acknowledges that certain supplies covered by this contract may be, or become, considered as hazardous materials under various laws and regulations. Buyer agrees to familiarize itself (without reliance on Seller except as to the accuracy of special safety information actually furnished by Seller), with any hazard of such materials and their applications and the containers in which such materials are shipped. Buyer agrees to inform and train its employees and its customers as to such hazards. Buyer agrees to waive any claim against Seller and hold harmless and indemnify Seller against any claims by its employees or customers based on allegations relating to any such hazards except where such claims are based on failure to meet written specifications or the inaccuracy of specific safety information actually furnished by Seller.

11. Delay. (a) Delivery dates are approximate and are not guaranteed, and Seller shall not be liable for damages of any kind resulting from any delays in fulfillment, shipment or delivery of orders. Furthermore, Seller shall not be liable for any other loss, damage, cost or expense due to causes beyond its reasonable control, such as acts of God, acts of Buyer, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.

(b) In the event of a delay in delivery in excess of ninety (90) consecutive days, Buyer has the right to terminate its order as to the undelivered portion thereof without penalty.

12. Products Not for Resale. Buyer, by placing this order and accepting these Terms and Conditions, hereby expressly agrees, acknowledges, represents and warrants to Seller that (a) it is the Seller's policy to sell these Products only to end users for their own use, (b) the Products that are the

subject of this order are not intended for resale. (c) the Products that are the subject of this order are in fact being purchased by Buyer for Buyer's own use and not for resale to a third party and (d) in the event that Buyer breaches the foregoing acknowledgment, covenant, representation and/or warranty by reselling the Products that are the subject of this contract, Seller shall be permitted to (i) void, eliminate and/or refuse to continue to extend or make available to Buyer any volume or other types of discounts, rebates or preferential payment terms to which Buyer is now or hereafter otherwise might be entitled to or eligible to receive from Seller or (ii) refuse to accept any further orders from Buyer. Notwithstanding the foregoing, nothing in these Terms and Conditions is intended to restrict any OEM from incorporating any Products purchased from Seller into equipment that is to be resold to the OEM's end customer so long as such OEM provides a reasonable certification of such use to Seller.

13. Cancellation. Unless otherwise agreed in a writing signed by authorized representatives of Buyer and Seller, all canceled orders will be subject to a 25% cancellation fee. Buyer may not cancel orders for non-standard Products or orders for Products that have left Seller's dock.

14. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, United States of America, without regard to the conflicts of laws provisions. Buyer and Seller consent to the sole and exclusive venue and jurisdiction of the courts situated Guilford County, North Carolina USA. Any action for loss or damage with respect to the Products or services which are the subject of this contract must be commenced by Buyer within one year from the date of delivery of such Products or services or such claim shall be forever barred.

15. Compliance with Laws/Anti-Corruption. Buyer shall comply fully with all applicable laws, rules and regulations, including without limitation those of the United States and any and all other jurisdictions globally ("Laws") that apply to Buyer's business activities in connection with its purchase of Products from Seller. Specifically, Buyer shall comply with all Laws relating to anti-corruption, bribery, extortion, kickbacks, or similar matters that are applicable to Buyer's business activities in connection with this Agreement, including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Buyer will take no action that will cause Buyer or Seller or any of their affiliates to violate any such laws.

16. Entire Agreement. Unless otherwise agreed in a writing signed by Seller and Buyer, these Terms and Conditions constitute the entire agreement between the parties, there being no other promises, terms, conditions, or obligations, referring to the subject matter not contained herein. If any term or provision of this contract shall to any extent be invalid or unenforceable, the remainder of the contract shall not be affected thereby, and each term and provision of this contract shall continue to be valid and enforced to the fullest extent permitted by law. Any modifications hereto shall be in writing and signed by both parties.

END OF EXHIBIT 1

EXHIBIT 2

INSTALLATION SERVICES

SCOPE OF WORK: GASBOY® PRODUCT INSTALLATION

WORK PLAN AND SCHEDULE

[TO BE INCLUDED ON A PER PROJECT BASIS DEPENDING ON CUSTOMER NEEDS]

1. Installation Services Terms and Conditions:

- (a) Gilbarco shall perform the Installation Services either directly or through its affiliates or subcontractors.
- (b) Payment shall be due from Customer within 30 days from date of invoice (Net 30 Days) unless otherwise agreed to in writing by Gilbarco.
- (c) Gilbarco shall retain all rights to designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes, business methods, and other intellectual property, that Gilbarco uses or creates in providing the Installation Services.
- (d) Gilbarco warrants that it will perform the Installation Services in a professional and workmanlike manner and in accordance with generally recognized industry standards for similar services. Customer's sole and exclusive remedy for Installation Services not meeting such warranty shall be reperformance of the such Installation Services. THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- (e) Each party shall defend, indemnify, and hold harmless the other party from and against any and all third party claims, suits, actions, or proceedings relating to any bodily injury to, or death of any person, or damage to property to the extent that such results from the negligent or willful acts or omissions of such party in the course of fulfilling its obligations for the Installation Services.
- (f) Each party shall be in material compliance with all orders, directives, laws, statutes, ordinances, rules or regulations of local, state, federal or other governmental or quasi-governmental authorities with respect to the Installation Services.
- (g) In the course of the Installation Services, one party ("Recipient") may have access to certain technical or business information of the other party ("Discloser") that is Discloser considers to be proprietary ("Confidential Information"), including, but not limited to, specifications, drawings, data, plans, intellectual property, analyses, manuals, records, files, memoranda, reports, historical financial statements, financial projections, budgets, historical or projected sales, capital spending budgets or plans, and the identity of key personnel. Confidential Information shall not include information that:
 - (1) is generally available to the public other than as a result of a disclosure by Recipient;
 - (2) is provided to Recipient on a non-confidential basis from a source that is not prohibited from disclosing such information to Discloser;
 - (3) Recipient can demonstrate it developed independently without the use Discloser's Confidential Information; or

- (4) Recipient can demonstrate was in its possession prior to the Recipient's receipt of Discloser's information.

Recipient shall: (i) use Discloser's Confidential Information solely for fulfilling its obligations hereunder; (ii) protect Discloser's Confidential Information against unauthorized disclosure using the same degree of care as Recipient uses to protect its own confidential information of a like nature, but no less than reasonable care; and (iii) not analyze the composition of, reverse engineer, or decompile any tangible materials, components, or software comprising Discloser's Confidential Information. Recipient may disclose Discloser's Confidential Information only to the extent that the disclosure is required by law, legal process, or governmental order, provided Recipient gives Discloser notice of such disclosure within a reasonable time to oppose or modify such disclosure. Upon request of Discloser, Recipient will return or destroy Discloser's Confidential Information and any copies thereof and certify the same. The obligations in this section shall survive the expiration or termination of the Installation Services for five (5) years.

- (h) NEITHER GILBARCO, ITS AFFILIATES OR SUBCONTRACTORS, NOR CUSTOMER WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS SCOPE OF WORK, REGARDLESS OF THE FORM OF ACTION OR WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY CLAIMS FOR INDEMNIFICATION OR ANY BREACH OF CONFIDENTIALITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY EXPIRATION OR TERMINATION OF THE SCOPE OF WORK. IN ANY EVENT, GILBARCO SHALL BE SOLELY LIABLE FOR ACTUAL DAMAGES CAUSED BY GILBARCO'S BREACH AND GILBARCO'S MAXIMUM LIABILITY HEREUNDER, REGARDLESS OF THE LEGAL THEORY, SHALL NOT EXCEED THE FEES PAID AND PAYABLE FOR THE SERVICES FURNISHED BY GILBARCO UNDER THIS EXHIBIT.
- (i) Term and Termination.
- (1) Either party may terminate the Scope of Work for any reason or no reason at all, upon sixty (60) days prior written notice to the other party;
- (2) Either party may terminate the Scope of Work if (i) the other party breaches, by giving the breaching party thirty (30) days written notice and the breaching party has failed to cure the breach within such thirty (30) day period; (ii) immediately by written notice if the other party violates the terms of the confidentiality provisions; or (iii) immediately by written notice if the other party files for bankruptcy, becomes insolvent, or otherwise ceases doing business.
- (3) Any expiration or termination shall not relieve a party of any obligation hereunder that accrued prior to the date of such expiration or termination.
- (j) General. Customer may not assign this Scope of Work without the prior written consent of Gilbarco. This Scope of Work shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Either party's performance hereunder may be suspended if the performance is prevented due to any condition beyond that party's reasonable control, including but not limited to, acts of God, war, civil disturbances, and acts of terrorism, court orders, or labor disputes. The waiver by either party of a breach by the other party of any provision of this Scope of Work shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by the party sought to be bound. This Scope of Work and these terms shall be governed by and construed in accordance with the laws of the State of North

Carolina without regard to the conflicts of law provisions. The parties consent to the venue and jurisdiction of the federal and state courts in Guilford County, North Carolina.

END OF EXHIBIT 2

DRAFT



EKOS Software Setup Form:

Customer – General Information	
Customer Name (full legal name)	
Customer DBA	
Address	
Address	
City	
State	
Zip	
Customer – Authorized Officer or Key Contact	
Email Address	
Phone number	

Packages (Please fill in the qty in the box next to the option desired)

	Package 1 – Fuel Site Module	\$80 per site per month
	Package 2 – Bulk Fuel Module	\$100 per site per month
	Package 3 – Fuel Card Module	\$70 per month
	Package 4 – Fleet Maintenance Module	*see section 3.5 for pricing
	Rev application - \$50 per device Per month	

Customer acknowledgement: _____



1. Software License Agreement

1.1. This Software License Agreement (the "Agreement") is entered into by and between GE Software, Inc., a corporation organized and existing under the laws of the State of North Carolina, and having its principal office and place of business at 1410 Commonwealth Drive, Suite 102B, Wilmington, NC 28403 ("GE Software") and Customer listed on Page 1 of the Agreement. GE Software and Customer are referred to herein individually as "Party" or collectively as the "Parties".

2. Software License

- 2.1. GE Software hereby grants to Customer a nonexclusive, nontransferable license to use the following software products and features (the "Software License" or "Software Products"):
- 2.1.1. "EKOS Software Core Suite" – this includes the Bulk Fuels, Fuel Sites, Fuel Cards, Alerts, Master Dashboard, and Reports modules and all related, non-optional apps contained therein.
- 2.1.1.1. Customer agrees that should it elect to use fuel cards, it shall: (a) exclusively use a GE Software approved or qualified universal fuel card program; (b) provide a list of authorized card holders ("Authorized Card Holders") to GE Software; (c) be solely responsible for determining whether a card holder is an Authorized Card Holder and is tax exempt for billing purposes; and (d) be solely responsible for controlling the use of the Fuel Cards. In exchange, GE Software shall issue Fuel Cards to the Authorized Card Holders designated by Customer, to facilitate fueling at Customer's Private Sites.
- 2.1.2. "Inventory Monitoring" – this includes online presentment of inventory values as well as historical archiving and other related features.

3. Fees, Charges

- 3.1. **Software Fee.** Customer shall pay GE Software based on the Package selected on page 1 of the Agreement, per Private Site per month for any transactions that occur at any Private Site (as hereinafter defined). Should Customer elect to access new Software Products developed by GE Software, Parties will agree on amended pricing.
- 3.1.1. A "Private Site" shall mean any fueling location owned and/or operated by Customer and for which fuel transactions are processed through the Software Products. The number of Private Sites shown on page 1 of the Agreement may change over time, and any modification of the number or location of Private Sites shall be made by Customer using the form attached as Exhibit E.
- 3.2. **Inventory Monitoring Fees (Optional).** Customer shall pay to GE Software an inventory monitoring fee of Twenty Dollars (\$20.00) per inventory monitoring device, per month for cellular based connections, Ten dollars (\$10.00) per month for LAN based connections, and \$20 per month for wireless tank level gauges.
- 3.3. **Communication Fees (Optional).** Customer shall pay to GE Software a communication fee of Sixty-Five Dollars (\$65.00) per unit per month, provided, however that Customer shall not exceed a monthly data usage of 10 megabytes per device. Customer shall be liable on a per device basis for all data charges incurred for exceeding the allotted 10 megabytes per device limit. Customer shall purchase an annual service plan for the fee of Two Hundred Forty dollars (\$240.00) per communication device per year. This service plan shall be subject to the terms and conditions in effect and provided by GE Software at the time the annual service plan is activated. Customer shall also purchase the equipment necessary to provide the EKOS Brain Digital Communication Link at a price to be quoted by GE Software at the time Customer makes an election under this subsection.
- 3.4. **Guest Management (Optional).** Customer shall pay GE Software Three Cents (\$0.03) per gallon, per month for all transactions by entities other than Customer that occur at a Private Site.
- 3.5. **Fleet Maintenance Module (Optional).** If Customer elects to use the EKOS Fleet Maintenance Module, customer shall pay an annual fee based on the Fleet Package Level chosen below and the number of assets to be managed in the Fleet Module at the start of each fiscal year. Customer can elect to purchase the Fleet Maintenance Module at any time during the life of this contract, and fees will be prorated based on date of purchase.

Package Level	Features	Price per asset per month
Level 1 – Track	Numerous additional database fields to track all facets of vehicles and assets	FREE
Level 2 – Maintain	Includes all features of Level 1 plus: PM's, Inspections, Reminders	\$4
Level 3 – Repair / Work	Includes all features of Level 1 and 2 plus: Work orders, technicians, parts management, service and expense entries, total vehicle cost calculations, iPad and tablet responsive for technicians	\$6
Level 4 – Manage	Includes all features of Levels 1,2, and 3 plus: Time Clock, driver management, vehicle assignments, GPS integrations, GPS discounts on Teletrac Navman, passive telematic solutions	\$7

Number of Assets to be managed: _____

Total Annual Cost: _____



4. Term and Termination

- 4.1 **Term.** This Agreement shall commence on the Effective Date (as hereinafter defined) of this agreement and shall continue in effect for Five (5) years thereafter. The Agreement shall be automatically renewed for additional terms of three (3) years each, unless either party gives written notice of termination to the other party as provided for herein (the "Renewal Term").
- 4.2 **Termination.** This Agreement and the license granted hereby may be terminated by either party for any reason or no reason upon one-hundred twenty (120) days written notice to the other party ("Termination for Convenience"), or, to the extent provided below, this Agreement shall terminate automatically without notice, in the event that either Party:
- a. fails to comply with the terms of this Agreement and such failure is not remedied within thirty (30) days of receipt of written notice from the other party;
 - b. becomes insolvent;
 - c. initiates any proceedings under bankruptcy, insolvency, reorganization or receivership law, or proceedings for liquidation;
 - d. is made a defendant in any such bankruptcy, insolvency, reorganization, liquidation or receivership proceedings or is placed in liquidation or receivership and such liquidation, proceedings or receivership is continued for sixty (60) days;
 - e. has any lien, petition or execution levied against the property and assets of that Party and such lien, petition or execution is not discharged within thirty (30) days;
 - f. makes a general assignment of its assets for the benefit of creditors or is unable to meet its debts in the ordinary course of business;

Upon the occurrence of any event specified in subsections (a) through (f) of this Section, the first Party to have notice of the occurrence shall immediately, in writing, notify the other Party and shall identify both the type of occurrence and the date of occurrence.

5. Fuel Site

- 5.1 GE Software shall not be responsible for any replacement parts, fueling equipment or software products that are damaged due to Acts of God, Customer negligence or repairs and/or service provided by technicians.

6. Nonassignable and Nontransferable

- 6.1 The license granted herein shall not be assignable or transferrable in any manner whatsoever nor shall Customer have the right to grant any sublicenses, except by written consent of GE Software. Any permitted assignment or other transfer of this Agreement shall bind the assignee, subcontractor or transferee and shall not relieve Customer from its obligations under this Agreement.

7. Entire Agreement; Modification

- 7.1. This Agreement sets forth the entire agreement and understanding between the parties as to the matters contained herein, and merges and supersedes all prior discussions, agreements and understandings of every kind between them as to the matters contained herein. No provision of this Agreement may be modified or amended unless such modification or amendment is agreed to in a writing signed by both of the parties hereto. Customer shall not assign its obligations hereunder without the prior written consent of GE Software.

8. Notices

- 8.1. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if hand delivered or mailed by registered mail, postage prepaid, addressed to the party to be notified at its address shown at the beginning of this Agreement, or at such other address as may be furnished in writing to the notifying party.

9. Governing Law

- 9.1. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina. For purposes of this Agreement, each party submits to the jurisdiction of the courts, both federal and state, in New Hanover County, North Carolina, and each party hereby agrees that all suits, actions and proceedings brought by any party hereunder may be brought in either federal or state court located in New Hanover County, North Carolina. Each party irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court, any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum and the right to object, with respect to any such suit, action, or proceeding brought in any such court, that such court does not have jurisdiction over such party or the other party.

10. Intellectual Property

- 10.1. Customer acknowledges and agrees that: (i) it has no right, title or interest, proprietary or otherwise, in or to the Software Products or any other GE Software Intellectual Property (defined below); (ii) the GE Software Intellectual Property is owned solely by, and is proprietary to, GE Software and embodies valuable trade secrets of GE Software; and (iii) this Agreement does not give, and shall not be construed to give, Customer any vested right, title or interest in or with respect to the GE Software Intellectual Property, except for a non-exclusive, limited and terminable right of access to the Software Products for the purposes of this Agreement. GE Software owns and will continue to own, without limitation, all GE Software Intellectual Property and all rights, title and interest in and to all ideas, works, custom reports, products, programs, procedures, plans, formats and other intellectual property of any kind created, prepared, developed or worked on by GE Software for Customer under this Agreement. As used herein, "GE Software Intellectual Property" means any copyrights, patent rights, trademarks, trade names, trade secrets, service marks, know-how (including, without limitation, all ideas, inventions, products, programs, software, procedures, customer lists, works, formats and other intellectual property) and any other similar rights or intangible assets recognized under any laws or conventions in any country or jurisdiction in the world as intellectual creations to which rights of ownership accrue, and all registrations, applications, extensions or reissues of the foregoing now or hereafter in force.

11. Confidentiality

- 11.1 Customer acknowledges that it may become aware of or familiar with Confidential Information of GE Software. "Confidential Information" shall mean any information relating to the business or affairs of GE Software including, but not limited to, information relating to the Software Products, other GE Software Intellectual Property, customer and client lists, pricing lists and methods, products, software, inventions, processes, procedures, techniques, formulae, design or other technical data, trade secrets, sources of products or materials, financial statements, equipment, programs, strategies and information, analyses, profit margins, or other proprietary information used by GE Software in connection with its business. During the term of this Agreement and for so long thereafter as the Confidential Information remains proprietary to GE Software, Customer, for itself and its administrators, employees and agents, shall(a) keep the



SOFTWARE LICENSE AGREEMENT

confidential information secret and retain it in strictest confidence, and (b) not, without the prior written consent of GE Software, furnish, make available or disclose to any third party, or use for the benefit of Customer or any third party, any Confidential Information. Customer acknowledges that the Confidential Information is vital, sensitive, confidential and proprietary to GE Software and that this covenant is reasonable and necessary for the protection of GE Software's business interests. Customer acknowledges that the violation of any of the provisions of this Agreement will cause irreparable loss and harm to GE Software which cannot be reasonably or adequately compensated by damages in an action at law, and, accordingly, that GE Software will be entitled, without posting bond or other security, to injunctive and other equitable relief to enforce the provisions of this Agreement and to prevent or cure any breach or threatened breach thereof; but no action for any such relief shall be deemed to waive the right of GE Software to an action for damages. The rights and remedies of GE Software are cumulative and the exercise or enforcement of any one or more of them will not preclude GE Software from exercising or enforcing any other right or remedy. The obligations of the Customer and the rights of GE Software under this Agreement shall survive the termination of this Agreement regardless of the reason for or cause of the termination.

12. Binding Effect; Authorized Signatory

12.1. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns. The individual executing this Agreement on behalf of Customer is a duly authorized representative of Customer with full power and authority to execute and deliver this Agreement on behalf of Customer and to bind Customer to its obligations hereunder.

13. Amendment

13.1. A modification, amendment or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed by the parties to this Agreement.

14. Waiver

14.1. A modification, amendment or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed by the parties to this Agreement.

15. Severability

15.1. If, in the final judgment of a court of competent jurisdiction, any provision of this Agreement is held to be invalid, said provision shall be considered void to the extent of such invalidity only, without invalidating any of the remaining provisions of this Agreement.

16. Counterparts

16.1. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Any facsimile or emailed signature attached hereto will be deemed to be an original and will have the same force and effect as an original signature.

17. Disclaimer

17.1. Except for any warranty otherwise expressly provided for herein, GE Software provides their services, software, equipment and systems on an "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, WHETHER ORAL OR WRITTEN OR EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY GE SOFTWARE AND GE SOFTWARE. IN NO EVENT SHALL GE SOFTWARE HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY. In addition, GE Software shall not be liable or held responsible for any delay or failure to perform or deliver all or any part of the services or products required to be performed or delivered hereunder as a direct or indirect result of any causes, contingencies or circumstances beyond GE Software's control or which make the fulfillment of this Agreement impracticable by GE Software.

IN WITNESS HEREOF, the Parties have executed this Agreement under seal, or caused this Agreement to be executed by their duly authorized officers, effective as of the last date of signing below (the "Effective Date").

Customer	GE Software, Inc.
By: <i>(Printed Name)</i>	By: <i>(Printed Name)</i>
Customer Signature:	Signature:
Title:	Title:
Date:	Date:



EXHIBIT E: CHANGE REQUEST FORM

ADDENDUM NO.

to the SOFTWARE LICENSE AGREEMENT

THIS ADDENDUM NO. (*"Addendum"*), dated _____ is between **GE SOFTWARE, INC.**, and **CUSTOMER** (as defined below) is for the sole purpose of adding, deleting, or changing Site information to the Impulse Master Agreement dated _____, between Gilbarco and Customer (the *"Agreement"*). Except as modified by this addendum, the Agreement shall remain in full force and effect. Gilbarco and Customer desire to amend the Agreement as follows:

Add/Change/ Terminate	Site Number	Site Name	Site Street Address	City, State, Zip	Site Contact	Site Phone #

BILLING INFORMATION (Required for Processing)

Customer Name:	Contact Name:		Email:
Address:	City:	St:	Zip:
Phone:	Fax:	Fed Tax ID:	

All capitalized terms used herein, unless defined, shall have the same meanings set forth in the Agreement. This Addendum is incorporated into the Agreement and made a part thereof. If any term of this Addendum conflicts with the terms of the Agreement, the terms of this Addendum shall control. This Addendum may be executed (i) in counterparts, and/or (ii) through the use of an electronic signature.

By signing below, the parties have executed this Addendum by their duly authorized representatives as set forth below. This Addendum is effective as of the date fully executed.

Customer: Signature: Name: Title: Date:	GE Software, Inc. Signature: Name: Title: Date:
---	---

Return signed Addendum to **EKOS Contract Services Team**: Email: pd@myekos.com

**AMENDMENT #1
TO
CONTRACT # 092920-GVR**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Gilbarco Inc.** (Vendor).

Sourcewell awarded a contract to the Vendor to provide Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services to Sourcewell and its Participating Entities, effective February 18, 2021, through December 7, 2024 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract by updating the Vendor’s Terms and Conditions of Sale by deleting in its entirety the current EKOS Software License Agreement currently found on pages 44-48 of the contract executed February 18, 2021, and replace it with the attached and incorporated EKOS - SOFTWARE LICENSE AGREEMENT \$99 and EKOS - SOFTWARE LICENSE AGREEMENT.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer

Date: 7/22/2024 | 1:21 PM CDT

Gilbarco Inc.

DocuSigned by:
By: William Quaglieri
E2E478872DC94CA...
William Quaglieri

Title: Gasboy GM North America

Date: 7/22/2024 | 10:21 AM PDT



EKOS - SOFTWARE LICENSE AGREEMENT \$99

CUSTOMER INTAKE INFORMATION

Customer Name (full legal name) _____
 Customer DBA _____
 Address _____
 City / State / Zip _____

AUTHORIZED OFFICER

Full Name / Title _____
 Email Address _____
 Phone number _____
 Sales Tax Exempt Status *Please indicate if you are exempt from sales tax. (Yes/No)* _____
 Accounts Payable Contact and Phone _____
 Accounts Payable Email Address *receives EKOS invoices _____

Please select your EKOS Products and Services

<input checked="" type="checkbox"/>	EKOS SOFTWARE MENU	Quantity	Per Month Prices	Setup Fees (One-time)
SECTION A: FUEL & SITE SOFTWARE				
Fuel Site Module				
<input type="checkbox"/>	Fuel Site Module ❖ Includes Help Desk Support. ❖ Includes EKOS Service & Repair Support. ❖ Includes ATG Compliance & Site Compliance.		\$99 per site/controller	1 – 10 = \$3,000 (11+ = \$300 / site)
<input type="checkbox"/>	Inventory Mngt. Only w/ Compliance ❖ Includes Fuel Site Module limited to Inventory. ❖ Includes ATG Compliance & Site Compliance.		\$25 per ATG	\$100 per site
<input type="checkbox"/>	Concierge - Service & Repair Management		\$125 per site	
<input type="checkbox"/>	REV (Mobile App) ❖ Includes fuel site module limited to REV.		\$50 per device	
Fuel Card Module				
<input type="checkbox"/>	Fuel Card Module – EKOS/Gasboy Cards ❖ Customer will pay pump prices at retail gas stations. ❖ Truck stop fees may apply.		FREE	
<input type="checkbox"/>	Fuel Card Module - Non EKOS/Gasboy Cards ❖ EKOS can pull in WEX Direct cards, Voyager cards, and Comdata cards.		\$100 per platform per month	\$3,000 (+ \$200/hr for any work >25 hrs) per integration
Bulk Fuel Module				
<input type="checkbox"/>	Bulk Fuel Module		\$50 per site	
<input type="checkbox"/>	Bulk Invoice Audit Feature ❖ Includes Bulk Fuel Module. ❖ Additional setup fees may be quoted based on scope of work.		\$150 per site	\$25,000
<input type="checkbox"/>	Concierge - Bulk Fuel Management		\$.02 per gallon	
EV Fuel Module				
<input type="checkbox"/>	EKOS - EV Module		\$20 per connector	\$3,000
<input type="checkbox"/>	EKOS - EV Payment Processing		6% fee per transaction	



EKOS - SOFTWARE LICENSE AGREEMENT

<input checked="" type="checkbox"/>	EKOS SOFTWARE MENU	Quantity	Per Month Prices	Setup Fees (One-time)
SECTION B: FLEET SOFTWARE				
Fleet Module				
<input type="checkbox"/>	EKOS - Fleet Module – Level 1 ❖ Tracking of Assets including purchase & life cycle details, odometer entry, VIN decoding, Asset Statuses, Vehicle Classes, and Asset Types. ❖ If customer has GPS (or OEM integrations) then this level is included in the GPS or OEM pricing.		\$3 per vehicle	
<input type="checkbox"/>	EKOS - Fleet Module – Level 2 ❖ Includes all features of Level 1 plus: ❖ Inspections, Work Orders, Preventative Maintenance (PMs), Total Cost of Ownership, Driver Complaints, Purchase Orders, Parts Management, Motor Pool, Vendor Management and GPS odometer match.		\$5 per vehicle	\$15,000
<input type="checkbox"/>	EKOS - Fleet Module – Level 3 ❖ Includes all features of Levels 1, and 2 plus: ❖ Technicians Management, Warehouse Management, Physical Inventory Count Tool, Garage Manager, Technician Mobile Feature, and Time Clock.		\$7 per vehicle	
<input type="checkbox"/>	Fleet Module – Other Assets ❖ Includes tools, attachments, generators, trailers, mowers, and other assets that are not vehicles or equipment.		\$1 per unit	
SECTION C: GPS & TELEMATICS				
<i>All GPS and OEM selections will include Fleet Module Level 1 with GPS and OEM Pricing.</i>				
<input type="checkbox"/>	EKOS - GPS (Active Tracking) ❖ Includes active real-time tracking and full suite of advanced features.		\$13 per vehicle	\$3,000 not applicable if a Fleet Module Setup Fee has been charged in year 1
<input type="checkbox"/>	EKOS - GPS (OBD) ❖ Includes daily odometer updates integrated in fleet module. No fueling is necessary to get the odometer. ❖ Includes ping for current location, fault codes, check engine lights, and location history when pinged.		\$10 per vehicle	
<input type="checkbox"/>	EKOS - GPS (Asset Tracking) ❖ Includes daily location, alerts & ping to locate.		\$9 per asset	
<input type="checkbox"/>	EKOS - OEM & Integrations *Fees charged by the OEM will be paid by customer.		\$5 per asset	\$5,000 not applicable if a Fleet Module Setup Fee has been charged in year 1
SECTION D: COMMUNICATIONS				
<input type="checkbox"/>	Cellular Communications Fees		\$65 per controller (includes ATG)	
			\$20 per ATG or L2 EV Charger	
<input type="checkbox"/>	ET (Edge Device)		All charges included with device	
<input type="checkbox"/>	Wireless Inventory Monitoring Fee ❖ Includes Fuel Site module limited to Inventory.		\$20 per device	
SECTION E: OTHER SERVICES				
<input type="checkbox"/>	Custom Development Requests			Quote based on scope of work
<input type="checkbox"/>	Single Sign On (SSO) Integration			\$1,000
	Total One-Time Setup Fees			\$
	Total Monthly Amount		\$	
	Total Contract Amount (Minimum Amount Billed Over Term)	5 years	\$	

Customer Acknowledgement _____



EKOS - SOFTWARE LICENSE AGREEMENT

1. Software License Agreement

1.1. This Software License Agreement (the "Agreement") is entered into by and between EKOS, Inc., a corporation organized and existing under the laws of the State of North Carolina, and having its principal office and place of business at 1410 Commonwealth Drive, Suite 205, Wilmington, NC 28403 ("EKOS") and Customer listed on Page 1 and 2 of the Agreement. EKOS and Customer are referred to herein individually as "Party" or collectively as the "Parties".

2. Software License

- 2.1. EKOS hereby grants to Customer a nonexclusive, nontransferable license to use the EKOS Platform (the "Software License" or "Software Products") for the selected products and services on Page 1 and 2 of this agreement. Should customer elect to "upgrade" or add additional software features during the term of the contract, this license will automatically extend to those additional products and services.
- 2.1.1.1. Customer agrees that should it elect to use fuel cards, it shall: (a) exclusively use a EKOS approved or qualified universal fuel card program; (b) provide a list of authorized card holders ("Authorized Card Holders") to EKOS; (c) be solely responsible for determining whether a card holder is an Authorized Card Holder and is tax exempt for billing purposes; and (d) be solely responsible for controlling the use of the Fuel Cards. In exchange, EKOS shall issue Fuel Cards to the Authorized Card Holders designated by Customer, to facilitate fueling at Customer's Private Sites.
- 2.1.2. "Inventory Monitoring" – this includes online presentation of inventory values as well as historical archiving and other related features.

3. Fees, Charges

- 3.1. **Setup and One Time Fees.** Customer shall pay any "One-Time" and "Setup" fees at time of contract execution. This includes but is not limited to any setup fees listed on Page 1 and 2 of the Agreement, development and integration work (including SSO), and equipment charges purchased directly through EKOS. EKOS reserves the right to withhold access to the software system until all one-time and setup fees are paid in full by the Customer.
- 3.2. **Software Fee.** Customer shall pay EKOS based on the Products and Services selected on page 1 and 2 of the Agreement, at the listed price per month. Should Customer elect to access new Software Products developed by EKOS, Parties will agree on amended pricing.
- 3.2.1.1. Company will invoice Customer Annually beginning at time of contract execution. On the first invoice, a count of active products and services will be taken and will serve as the basis for the initial annual invoice. All One-Time Fees will be billed separately at the time of contract execution unless otherwise specified as part of this agreement. If Customer is purchasing new equipment that is required to utilize the functionality of a specific product or service listed on Page 1 and 2 of this agreement, then Company will invoice Customer for the applicable product or service on the day the equipment ships from the manufacturer. It is the customer's responsibility to provide the required data and schedule installation to utilize the software.
- 3.2.1.2. Any time the Customer adds a billable product or service, a new prorated invoice will be sent to Customer for the new site and any applicable optional services and will be for the remainder of the current contractual year. If a site is installed any time during a month, then Customer will pay for the month.
- 3.2.2. A "Private Site" shall mean any fueling location owned and/or operated by Customer and for which fuel transactions are processed through the Software Products. The number of Private Sites shown on page 1 of the Agreement may change over time, and any modification of the number or location of Private Sites shall be made by Customer using the form attached as Exhibit A.
- 3.2.3. Software Fees are fixed for the initial term of this agreement. EKOS reserves the right to adjust fees if prices have changed during the current term for any products and services listed in this agreement for any additional renewal terms.
- 3.3. **Inventory Monitoring Fees (Optional).** Customer shall pay to EKOS an inventory monitoring fee of Twenty Dollars (\$20.00) per inventory monitoring device per month for cellular based connections, and Twenty Dollars (\$20.00) per device per month for wireless tank level gauges.
- 3.4. **Communication Fees (Optional).** Customer shall pay to EKOS a communication fee of Sixty-Five Dollars (\$65.00) per unit per month, provided, however that Customer shall not exceed a monthly data usage of 150 megabytes per device. Customer shall be liable on a per device basis for all data charges incurred for exceeding the allotted 150 megabytes per device limit, at a billable rate of \$.99 per megabyte. Customer shall also purchase the equipment necessary to provide the EKOS Brain Digital Communication Link at a price to be quoted by EKOS at the time Customer makes an election under this subsection.
- 3.5. **Guest Management (Optional).** Customer shall pay EKOS Three Cents (\$0.03) per gallon, per month for all transactions by entities other than Customer that occur at a Private Site.
- 3.6. **Fuel Site Module One-Time Fees.** Unless otherwise agreed upon in writing, a one-time setup fee will be charged for sites enrolled into the EKOS Fuel Site Module in the amount of \$3,000 for sites/controllers 1 - 10 and an additional \$300 per site/controller for site number 11 and higher. This one-time fee will apply at initial start-up or later in the contract period if a new site/controller is added (exceeding 10 sites). The amount of the initial fee due at contract signing will be listed on Page 1 of this agreement.
- 3.7. **GPS (Optional).** If Customer elects to use the EKOS GPS from Teletrac Navman, customer shall pay an annual fee based on the number of assets to be tracked and devices deployed at the start of each fiscal year. Customer can elect to purchase additional GPS devices at any time during the life of this contract, and fees will be prorated based on date of purchase. GPS devices will be provided as part of the monthly fee for the service as listed on page 2 of this agreement. Installation of the GPS device is the responsibility of the customer. If requested EKOS will facilitate the device installation for an additional one-time fee of \$199 per device. The terms and conditions for the use of the GPS device can be found at <https://www.teletracnavman.com/media/23781/terms-and-conditions-teletrac-navman-usa-may-2023.pdf>.
- 3.8. **Fleet Maintenance Module (Optional).** If Customer elects to use the EKOS Fleet Maintenance Module, customer shall pay an annual fee based on the Fleet Package Level chosen on Page 2 and the number of assets to be managed in the Fleet Module at the start of each fiscal year. Customer can elect to purchase the Fleet Maintenance Module at any time during the life of this contract, and fees will be prorated based on date of purchase. Enrolled vehicles and total price per month for the fleet module will be listed on page 2 of this agreement.



EKOS - SOFTWARE LICENSE AGREEMENT

4. Term and Termination

4.1 **Term.** This License Agreement shall commence on the Effective Date of this agreement (as defined herein), however, the term of this agreement will begin from the later of the Effective Date of this agreement; or the first invoice date in which all modules and services selected on Page 1 and 2 of this agreement are live and billable (Total Monthly Amount on Page 2) and shall continue in effect for Five (5) years thereafter. The Agreement shall be automatically renewed for additional terms of three (3) years each, unless either party gives written notice of termination to the other party as provided for herein (the "Renewal Term").

4.2 **Termination.** This Agreement and the license granted hereby may be terminated by either party for any reason or no reason upon one-hundred twenty (120) days written notice to the other party ("Termination for Convenience"), an early termination fee will apply if GPS units have been provided as part of this agreement or, to the extent provided below, this Agreement shall terminate automatically without notice, in the event that either Party:

- a. fails to comply with the terms of this Agreement and such failure is not remedied within thirty (30) days of receipt of written notice from the other party;
- b. becomes insolvent;
- c. initiates any proceedings under bankruptcy, insolvency, reorganization or receivership law, or proceedings for liquidation;
- d. is made a defendant in any such bankruptcy, insolvency, reorganization, liquidation or receivership proceedings or is placed in liquidation or receivership and such liquidation, proceedings or receivership is continued for sixty (60) days;
- e. has any lien, petition or execution levied against the property and assets of that Party and such lien, petition or execution is not discharged within thirty (30) days;
- f. makes a general assignment of its assets for the benefit of creditors or is unable to meet its debts in the ordinary course of business;

Upon the occurrence of any event specified in subsections (a) through (f) of this Section, the first Party to have notice of the occurrence shall immediately, in writing, notify the other Party and shall identify both the type of occurrence and the date of occurrence.

5. Equipment, Service and Warranty

5.1 EKOS shall not be responsible for any replacement parts, fueling equipment or software products that are damaged due to Acts of God, Customer negligence or repairs and/or service provided by non-certified technicians.

5.2 **EKOS Service & Repair Support.** EKOS Service & Repair Support shall be effective as of the Effective Date as noted in the signature block below and shall continue for a period of this agreement as listed in section 4.1 of this agreement, including any automatic renewal terms as allowed in section 4.1 of this agreement, unless earlier terminated as provided in this Agreement. Termination may result from the failure of the Customer to comply with any of the conditions of this Agreement, or by mutual agreement of both parties.

During the Term of the Agreement, EKOS will provide the following services (the "Services") to Customer for EKOS Software and Gasboy-branded products ("Products") that Customer owns or has license to:

Telephone Support for Product and Services - will be provided Monday through Friday 8AM to 8PM ET. All other times not stated are considered emergency after hours support only including but not limited to weekends and holidays. EKOS Helpdesk toll-free service number is (currently 800-444-5529). This toll-free number can be changed at EKOS's discretion.

Product Support - Issues not resolved by general help desk support will be escalated to Product Support specialists.

Software Corrections and Upgrades to the Products that Customer requires on an "as needed" basis.

Remote Diagnostics - EKOS Helpdesk can diagnose and resolve issues remotely in some cases.

EKOS Service & Repair Support - If a site visit is required, EKOS Service & Repair Support will provide ASC Contact Information at the Customer's request at no charge. Upon Customer's request, Dispatch services will be available on a time and material basis for each service call. Invoicing for Site repairs will be issued by EKOS to the customer at the time that the site dispatch related services are billed by the ASC to EKOS. Billings for Site repairs will include a mark-up added to the time and material invoice that is billed by the ASC to EKOS.

The Services do not include:

- On-site support.
- Any hardware, even if a software correction, software upgrade, or other enhancements or modifications require a hardware update.
- Support for questions not relating specifically to the Products, such as, but not limited to, non-Gasboy hardware, and PC operating systems.
- Software upgrade installation costs.

6. Nonassignable and Nontransferable

6.1 The license granted herein shall not be assignable or transferrable in any manner whatsoever nor shall Customer have the right to grant any sublicenses, except by written consent of EKOS. Any permitted assignment or other transfer of this Agreement shall bind the assignee, subcontractor or transferee and shall not relieve Customer from its obligations under this Agreement.

7. Entire Agreement; Modification

7.1. This Agreement sets forth the entire agreement and understanding between the parties as to the matters contained herein, and merges and supersedes all prior discussions, agreements and understandings of every kind between them as to the matters contained herein. No provision of this Agreement may be modified or amended unless such modification or amendment is agreed to in a writing signed by both of the parties hereto. Customer shall not assign its obligations hereunder without the prior written consent of EKOS.

8. Notices

8.1. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if hand delivered or mailed by registered mail, postage prepaid, addressed to the party to be notified at its address shown at the beginning of this Agreement, or at such other address as may be furnished in writing to the notifying party.



EKOS - SOFTWARE LICENSE AGREEMENT

9. Governing Law

9.1. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina. For purposes of this Agreement, each party submits to the jurisdiction of the courts, both federal and state, in New Hanover County, North Carolina, and each party hereby agrees that all suits, actions and proceedings brought by any party hereunder may be brought in either federal or state court located in New Hanover County, North Carolina. Each party irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court, any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum and the right to object, with respect to any such suit, action, or proceeding brought in any such court, that such court does not have jurisdiction over such party or the other party.

10. Intellectual Property

10.1. Customer acknowledges and agrees that: (i) it has no right, title or interest, proprietary or otherwise, in or to the Software Products or any other EKOS Intellectual Property (defined below); (ii) the EKOS Intellectual Property is owned solely by, and is proprietary to, EKOS and embodies valuable trade secrets of EKOS; and (iii) this Agreement does not give, and shall not be construed to give, Customer any vested right, title or interest in or with respect to the EKOS Intellectual Property, except for a non-exclusive, limited and terminable right of access to the Software Products for the purposes of this Agreement. EKOS owns and will continue to own, without limitation, all EKOS Intellectual Property and all rights, title and interest in and to all ideas, works, custom reports, products, programs, procedures, plans, formats and other intellectual property of any kind created, prepared, developed or worked on by EKOS for Customer under this Agreement. As used herein, "EKOS Intellectual Property" means any copyrights, patent rights, trademarks, trade names, trade secrets, service marks, know-how (including, without limitation, all ideas, inventions, products, programs, software, procedures, customer lists, works, formats and other intellectual property) and any other similar rights or intangible assets recognized under any laws or conventions in any country or jurisdiction in the world as intellectual creations to which rights of ownership accrue, and all registrations, applications, extensions or reissues of the foregoing now or hereafter in force.

11. Confidentiality

11.1. Customer acknowledges that it may become aware of or familiar with Confidential Information of EKOS. "Confidential Information" shall mean any information relating to the business or affairs of EKOS including, but not limited to, information relating to the Software Products, other EKOS Intellectual Property, customer and Customer lists, pricing lists and methods, products, software, inventions, processes, procedures, techniques, formulae, design or other technical data, trade secrets, sources of products or materials, financial statements, equipment, programs, strategies and information, analyses, profit margins, or other proprietary information used by EKOS in connection with its business. During the term of this Agreement and for so long thereafter as the Confidential Information remains proprietary to EKOS, Customer, for itself and its administrators, employees and agents, shall (a) keep the confidential information secret and retain it in strictest confidence, and (b) not, without the prior written consent of EKOS, furnish, make available or disclose to any third party, or use for the benefit of Customer or any third party, any Confidential Information. Customer acknowledges that the Confidential Information is vital, sensitive, confidential and proprietary to EKOS and that this covenant is reasonable and necessary for the protection of EKOS' business interests. Customer acknowledges that the violation of any of the provisions of this Agreement will cause irreparable loss and harm to EKOS which cannot be reasonably or adequately compensated by damages in an action at law, and, accordingly, that EKOS will be entitled, without posting bond or other security, to injunctive and other equitable relief to enforce the provisions of this Agreement and to prevent or cure any breach or threatened breach thereof; but no action for any such relief shall be deemed to waive the right of EKOS to an action for damages. The rights and remedies of EKOS are cumulative and the exercise or enforcement of any one or more of them will not preclude EKOS from exercising or enforcing any other right or remedy. The obligations of the Customer and the rights of EKOS under this Agreement shall survive the termination of this Agreement regardless of the reason for or cause of the termination.

12. Binding Effect; Authorized Signatory

12.1. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns. The individual executing this Agreement on behalf of Customer is a duly authorized representative of Customer with full power and authority to execute and deliver this Agreement on behalf of Customer and to bind Customer to its obligations hereunder.

13. Amendment

13.1. A modification, amendment or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed by the parties to this Agreement.

14. Waiver

14.1. A modification, amendment or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed by the parties to this Agreement.

15. Severability

15.1. If, in the final judgment of a court of competent jurisdiction, any provision of this Agreement is held to be invalid, said provision shall be considered void to the extent of such invalidity only, without invalidating any of the remaining provisions of this Agreement.

16. Counterparts

16.1. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Any facsimile or emailed signature attached hereto will be deemed to be an original and will have the same force and effect as an original signature.

17. Disclaimer

17.1. Except for any warranty otherwise expressly provided for herein, EKOS provides their services, software, equipment and systems on an "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, WHETHER ORAL OR WRITTEN OR EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY EKOS AND EKOS. IN NO EVENT SHALL EKOS HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY. In addition, EKOS shall not be liable or held responsible for any delay or failure to perform or deliver all or any part of the services or products required to be performed or delivered hereunder as a direct or indirect result of any causes, contingencies or circumstances beyond EKOS's control or which make the fulfillment of this Agreement impracticable by EKOS.



EKOS - SOFTWARE LICENSE AGREEMENT

IN WITNESS HEREOF, the Parties have executed this Agreement under seal, or caused this Agreement to be executed by their duly authorized officers, effective as of the last date of signing below (the “Effective Date”).

Customer	EKOS, Inc.
By: <i>(Printed Name)</i>	By: <i>(Printed Name)</i>
Customer Signature:	Signature:
Title:	Title:
Date:	Date:



EXHIBIT A: CHANGE REQUEST FORM (for use to add or delete sites during the term of the agreement following license agreement execution)

ADDENDUM NO. _____ to the SOFTWARE LICENSE AGREEMENT

THIS ADDENDUM NO. _____ (“*Addendum*”), dated _____ is between **EKOS, Inc.**, and **CUSTOMER** (as defined below) is for the sole purpose of adding, deleting, or changing Site information to the EKOS Software License Agreement dated _____, between EKOS and Customer (the “*Agreement*”). Except as modified by this addendum, the Agreement shall remain in full force and effect. EKOS and Customer desire to amend the Agreement as follows:

Add/ Change/ Terminate	Site Number	Site Name	Site Street Address	City, State, Zip	Site Contact	Site Phone #

BILLING INFORMATION (Required for Processing)			
Customer Name:	Contact Name:		Email:
Address:	City:	St:	Zip:
Phone:	Fax:	Fed Tax ID:	

All capitalized terms used herein, unless defined, shall have the same meanings set forth in the Agreement. This Addendum is incorporated into the Agreement and made a part thereof. If any term of this Addendum conflicts with the terms of the Agreement, the terms of this Addendum shall control. This Addendum may be executed (i) in counterparts, and/or (ii) through the use of an electronic signature.

By signing below, the parties have executed this Addendum by their duly authorized representatives as set forth below. This Addendum is effective as of the date fully executed.

Customer:	EKOS, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Return signed Addendum to EKOS Contract Services Team: Email: contracts@myekos.com



EKOS - SOFTWARE LICENSE AGREEMENT

CUSTOMER INTAKE INFORMATION

Customer Name (full legal name) _____
 Customer DBA _____
 Address _____
 City / State / Zip _____

AUTHORIZED OFFICER

Full Name / Title _____
 Email Address _____
 Phone number _____
 Sales Tax Exempt Status *Please indicate if you are exempt from sales tax. (Yes/No)* _____
 Accounts Payable Contact and Phone _____
 Accounts Payable Email Address *receives EKOS invoices _____

Please select your EKOS Products and Services

<input checked="" type="checkbox"/>	EKOS SOFTWARE MENU	Quantity	Per Month Prices	Setup Fees (One-time)
SECTION A: FUEL & SITE SOFTWARE				
Fuel Site Module				
<input type="checkbox"/>	Fuel Site Module ❖ Includes Help Desk Support. ❖ Includes EKOS Service & Repair Support. ❖ Includes ATG Compliance & Site Compliance.		\$179 per site/controller	1 – 10 = \$3,000 (11+ = \$300 / site)
<input type="checkbox"/>	Inventory Mngt. Only w/ Compliance ❖ Includes Fuel Site Module limited to Inventory. ❖ Includes ATG Compliance & Site Compliance.		\$25 per ATG	\$100 per site
<input type="checkbox"/>	Concierge - Service & Repair Management		\$125 per site	
<input type="checkbox"/>	REV (Mobile App) ❖ Includes fuel site module limited to REV.		\$50 per device	
Fuel Card Module				
<input type="checkbox"/>	Fuel Card Module – EKOS/Gasboy Cards ❖ Customer will pay pump prices at retail gas stations. ❖ Truck stop fees may apply.		FREE	
<input type="checkbox"/>	Fuel Card Module - Non EKOS/Gasboy Cards ❖ EKOS can pull in WEX Direct cards, Voyager cards, and Comdata cards.		\$100 per platform per month	\$3,000 (+ \$200/hr for any work >25 hrs) per integration
Bulk Fuel Module				
<input type="checkbox"/>	Bulk Fuel Module		\$50 per site	
<input type="checkbox"/>	Bulk Invoice Audit Feature ❖ Includes Bulk Fuel Module. ❖ Additional setup fees may be quoted based on scope of work.		\$150 per site	\$25,000
<input type="checkbox"/>	Concierge - Bulk Fuel Management		\$.02 per gallon	
EV Fuel Module				
<input type="checkbox"/>	EKOS - EV Module		\$20 per connector	\$3,000
<input type="checkbox"/>	EKOS - EV Payment Processing		6% fee per transaction	



EKOS - SOFTWARE LICENSE AGREEMENT

<input checked="" type="checkbox"/>	EKOS SOFTWARE MENU	Quantity	Per Month Prices	Setup Fees (One-time)
SECTION B: FLEET SOFTWARE				
Fleet Module				
<input type="checkbox"/>	EKOS - Fleet Module – Level 1 ❖ Tracking of Assets including purchase & life cycle details, odometer entry, VIN decoding, Asset Statuses, Vehicle Classes, and Asset Types. ❖ If customer has GPS (or OEM integrations) then this level is included in the GPS or OEM pricing.		\$3 per vehicle	
<input type="checkbox"/>	EKOS - Fleet Module – Level 2 ❖ Includes all features of Level 1 plus: ❖ Inspections, Work Orders, Preventative Maintenance (PMs), Total Cost of Ownership, Driver Complaints, Purchase Orders, Parts Management, Motor Pool, Vendor Management and GPS odometer match.		\$5 per vehicle	\$15,000
<input type="checkbox"/>	EKOS - Fleet Module – Level 3 ❖ Includes all features of Levels 1, and 2 plus: ❖ Technicians Management, Warehouse Management, Physical Inventory Count Tool, Garage Manager, Technician Mobile Feature, and Time Clock.		\$7 per vehicle	
<input type="checkbox"/>	Fleet Module – Other Assets ❖ Includes tools, attachments, generators, trailers, mowers, and other assets that are not vehicles or equipment.		\$1 per unit	
SECTION C: GPS & TELEMATICS				
<i>All GPS and OEM selections will include Fleet Module Level 1 with GPS and OEM Pricing.</i>				
<input type="checkbox"/>	EKOS - GPS (Active Tracking) ❖ Includes active real-time tracking and full suite of advanced features.		\$13 per vehicle	\$3,000 not applicable if a Fleet Module Setup Fee has been charged in year 1
<input type="checkbox"/>	EKOS - GPS (OBD) ❖ Includes daily odometer updates integrated in fleet module. No fueling is necessary to get the odometer. ❖ Includes ping for current location, fault codes, check engine lights, and location history when pinged.		\$10 per vehicle	
<input type="checkbox"/>	EKOS - GPS (Asset Tracking) ❖ Includes daily location, alerts & ping to locate.		\$9 per asset	
<input type="checkbox"/>	EKOS - OEM & Integrations *Fees charged by the OEM will be paid by customer.		\$5 per asset	\$5,000 not applicable if a Fleet Module Setup Fee has been charged in year 1
SECTION D: COMMUNICATIONS				
<input type="checkbox"/>	Cellular Communications Fees		\$65 per controller (includes ATG)	
			\$20 per ATG or L2 EV Charger	
<input type="checkbox"/>	ET (Edge Device)		All charges included with device	
<input type="checkbox"/>	Wireless Inventory Monitoring Fee ❖ Includes Fuel Site module limited to Inventory.		\$20 per device	
SECTION E: OTHER SERVICES				
<input type="checkbox"/>	Custom Development Requests			Quote based on scope of work
<input type="checkbox"/>	Single Sign On (SSO) Integration			\$1,000
	Total One-Time Setup Fees			\$
	Total Monthly Amount		\$	
	Total Contract Amount (Minimum Amount Billed Over Term)	5 years	\$	

Customer Acknowledgement _____



EKOS - SOFTWARE LICENSE AGREEMENT

1. Software License Agreement

1.1. This Software License Agreement (the "Agreement") is entered into by and between EKOS, Inc., a corporation organized and existing under the laws of the State of North Carolina, and having its principal office and place of business at 1410 Commonwealth Drive, Suite 205, Wilmington, NC 28403 ("EKOS") and Customer listed on Page 1 and 2 of the Agreement. EKOS and Customer are referred to herein individually as "Party" or collectively as the "Parties".

2. Software License

- 2.1. EKOS hereby grants to Customer a nonexclusive, nontransferable license to use the EKOS Platform (the "Software License" or "Software Products") for the selected products and services on Page 1 and 2 of this agreement. Should customer elect to "upgrade" or add additional software features during the term of the contract, this license will automatically extend to those additional products and services.
- 2.1.1.1. Customer agrees that should it elect to use fuel cards, it shall: (a) exclusively use a EKOS approved or qualified universal fuel card program; (b) provide a list of authorized card holders ("Authorized Card Holders") to EKOS; (c) be solely responsible for determining whether a card holder is an Authorized Card Holder and is tax exempt for billing purposes; and (d) be solely responsible for controlling the use of the Fuel Cards. In exchange, EKOS shall issue Fuel Cards to the Authorized Card Holders designated by Customer, to facilitate fueling at Customer's Private Sites.
- 2.1.2. "Inventory Monitoring" – this includes online presentation of inventory values as well as historical archiving and other related features.

3. Fees, Charges

- 3.1. **Setup and One Time Fees.** Customer shall pay any "One-Time" and "Setup" fees at time of contract execution. This includes but is not limited to any setup fees listed on Page 1 and 2 of the Agreement, development and integration work (including SSO), and equipment charges purchased directly through EKOS. EKOS reserves the right to withhold access to the software system until all one-time and setup fees are paid in full by the Customer.
- 3.2. **Software Fee.** Customer shall pay EKOS based on the Products and Services selected on page 1 and 2 of the Agreement, at the listed price per month. Should Customer elect to access new Software Products developed by EKOS, Parties will agree on amended pricing.
- 3.2.1.1. Company will invoice Customer Annually beginning at time of contract execution. On the first invoice, a count of active products and services will be taken and will serve as the basis for the initial annual invoice. All One-Time Fees will be billed separately at the time of contract execution unless otherwise specified as part of this agreement. If Customer is purchasing new equipment that is required to utilize the functionality of a specific product or service listed on Page 1 and 2 of this agreement, then Company will invoice Customer for the applicable product or service on the day the equipment ships from the manufacturer. It is the customer's responsibility to provide the required data and schedule installation to utilize the software.
- 3.2.1.2. Any time the Customer adds a billable product or service, a new prorated invoice will be sent to Customer for the new site and any applicable optional services and will be for the remainder of the current contractual year. If a site is installed any time during a month, then Customer will pay for the month.
- 3.2.2. A "Private Site" shall mean any fueling location owned and/or operated by Customer and for which fuel transactions are processed through the Software Products. The number of Private Sites shown on page 1 of the Agreement may change over time, and any modification of the number or location of Private Sites shall be made by Customer using the form attached as Exhibit A.
- 3.2.3. Software Fees are fixed for the initial term of this agreement. EKOS reserves the right to adjust fees if prices have changed during the current term for any products and services listed in this agreement for any additional renewal terms.
- 3.3. **Inventory Monitoring Fees (Optional).** Customer shall pay to EKOS an inventory monitoring fee of Twenty Dollars (\$20.00) per inventory monitoring device per month for cellular based connections, and Twenty Dollars (\$20.00) per device per month for wireless tank level gauges.
- 3.4. **Communication Fees (Optional).** Customer shall pay to EKOS a communication fee of Sixty-Five Dollars (\$65.00) per unit per month, provided, however that Customer shall not exceed a monthly data usage of 150 megabytes per device. Customer shall be liable on a per device basis for all data charges incurred for exceeding the allotted 150 megabytes per device limit, at a billable rate of \$.99 per megabyte. Customer shall also purchase the equipment necessary to provide the EKOS Brain Digital Communication Link at a price to be quoted by EKOS at the time Customer makes an election under this subsection.
- 3.5. **Guest Management (Optional).** Customer shall pay EKOS Three Cents (\$0.03) per gallon, per month for all transactions by entities other than Customer that occur at a Private Site.
- 3.6. **Fuel Site Module One-Time Fees.** Unless otherwise agreed upon in writing, a one-time setup fee will be charged for sites enrolled into the EKOS Fuel Site Module in the amount of \$3,000 for sites/controllers 1 - 10 and an additional \$300 per site/controller for site number 11 and higher. This one-time fee will apply at initial start-up or later in the contract period if a new site/controller is added (exceeding 10 sites). The amount of the initial fee due at contract signing will be listed on Page 1 of this agreement.
- 3.7. **GPS (Optional).** If Customer elects to use the EKOS GPS from Teletrac Navman, customer shall pay an annual fee based on the number of assets to be tracked and devices deployed at the start of each fiscal year. Customer can elect to purchase additional GPS devices at any time during the life of this contract, and fees will be prorated based on date of purchase. GPS devices will be provided as part of the monthly fee for the service as listed on page 2 of this agreement. Installation of the GPS device is the responsibility of the customer. If requested EKOS will facilitate the device installation for an additional one-time fee of \$199 per device. The terms and conditions for the use of the GPS device can be found at <https://www.teletracnavman.com/media/23781/terms-and-conditions-teletrac-navman-usa-may-2023.pdf>.
- 3.8. **Fleet Maintenance Module (Optional).** If Customer elects to use the EKOS Fleet Maintenance Module, customer shall pay an annual fee based on the Fleet Package Level chosen on Page 2 and the number of assets to be managed in the Fleet Module at the start of each fiscal year. Customer can elect to purchase the Fleet Maintenance Module at any time during the life of this contract, and fees will be prorated based on date of purchase. Enrolled vehicles and total price per month for the fleet module will be listed on page 2 of this agreement.



EKOS - SOFTWARE LICENSE AGREEMENT

4. Term and Termination

4.1 **Term.** This License Agreement shall commence on the Effective Date of this agreement (as defined herein), however, the term of this agreement will begin from the later of the Effective Date of this agreement; or the first invoice date in which all modules and services selected on Page 1 and 2 of this agreement are live and billable (Total Monthly Amount on Page 2) and shall continue in effect for Five (5) years thereafter. The Agreement shall be automatically renewed for additional terms of three (3) years each, unless either party gives written notice of termination to the other party as provided for herein (the "Renewal Term").

4.2 **Termination.** This Agreement and the license granted hereby may be terminated by either party for any reason or no reason upon one-hundred twenty (120) days written notice to the other party ("Termination for Convenience"), an early termination fee will apply if GPS units have been provided as part of this agreement or, to the extent provided below, this Agreement shall terminate automatically without notice, in the event that either Party:

- a. fails to comply with the terms of this Agreement and such failure is not remedied within thirty (30) days of receipt of written notice from the other party;
- b. becomes insolvent;
- c. initiates any proceedings under bankruptcy, insolvency, reorganization or receivership law, or proceedings for liquidation;
- d. is made a defendant in any such bankruptcy, insolvency, reorganization, liquidation or receivership proceedings or is placed in liquidation or receivership and such liquidation, proceedings or receivership is continued for sixty (60) days;
- e. has any lien, petition or execution levied against the property and assets of that Party and such lien, petition or execution is not discharged within thirty (30) days;
- f. makes a general assignment of its assets for the benefit of creditors or is unable to meet its debts in the ordinary course of business;

Upon the occurrence of any event specified in subsections (a) through (f) of this Section, the first Party to have notice of the occurrence shall immediately, in writing, notify the other Party and shall identify both the type of occurrence and the date of occurrence.

5. Equipment, Service and Warranty

5.1 EKOS shall not be responsible for any replacement parts, fueling equipment or software products that are damaged due to Acts of God, Customer negligence or repairs and/or service provided by non-certified technicians.

5.2 **EKOS Service & Repair Support.** EKOS Service & Repair Support shall be effective as of the Effective Date as noted in the signature block below and shall continue for a period of this agreement as listed in section 4.1 of this agreement, including any automatic renewal terms as allowed in section 4.1 of this agreement, unless earlier terminated as provided in this Agreement. Termination may result from the failure of the Customer to comply with any of the conditions of this Agreement, or by mutual agreement of both parties.

During the Term of the Agreement, EKOS will provide the following services (the "Services") to Customer for EKOS Software and Gasboy-branded products ("Products") that Customer owns or has license to:

Telephone Support for Product and Services - will be provided Monday through Friday 8AM to 8PM ET. All other times not stated are considered emergency after hours support only including but not limited to weekends and holidays. EKOS Helpdesk toll-free service number is (currently 800-444-5529). This toll-free number can be changed at EKOS's discretion.

Product Support - Issues not resolved by general help desk support will be escalated to Product Support specialists.

Software Corrections and Upgrades to the Products that Customer requires on an "as needed" basis.

Remote Diagnostics - EKOS Helpdesk can diagnose and resolve issues remotely in some cases.

EKOS Service & Repair Support - If a site visit is required, EKOS Service & Repair Support will provide ASC Contact Information at the Customer's request at no charge. Upon Customer's request, Dispatch services will be available on a time and material basis for each service call. Invoicing for Site repairs will be issued by EKOS to the customer at the time that the site dispatch related services are billed by the ASC to EKOS. Billings for Site repairs will include a mark-up added to the time and material invoice that is billed by the ASC to EKOS.

The Services do not include:

On-site support.

Any hardware, even if a software correction, software upgrade, or other enhancements or modifications require a hardware update.

Support for questions not relating specifically to the Products, such as, but not limited to, non-Gasboy hardware, and PC operating systems.

Software upgrade installation costs.

6. Nonassignable and Nontransferable

6.1 The license granted herein shall not be assignable or transferrable in any manner whatsoever nor shall Customer have the right to grant any sublicenses, except by written consent of EKOS. Any permitted assignment or other transfer of this Agreement shall bind the assignee, subcontractor or transferee and shall not relieve Customer from its obligations under this Agreement.

7. Entire Agreement; Modification

7.1. This Agreement sets forth the entire agreement and understanding between the parties as to the matters contained herein, and merges and supersedes all prior discussions, agreements and understandings of every kind between them as to the matters contained herein. No provision of this Agreement may be modified or amended unless such modification or amendment is agreed to in a writing signed by both of the parties hereto. Customer shall not assign its obligations hereunder without the prior written consent of EKOS.

8. Notices

8.1. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if hand delivered or mailed by registered mail, postage prepaid, addressed to the party to be notified at its address shown at the beginning of this Agreement, or at such other address as may be furnished in writing to the notifying party.



EKOS - SOFTWARE LICENSE AGREEMENT

9. Governing Law

9.1. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina. For purposes of this Agreement, each party submits to the jurisdiction of the courts, both federal and state, in New Hanover County, North Carolina, and each party hereby agrees that all suits, actions and proceedings brought by any party hereunder may be brought in either federal or state court located in New Hanover County, North Carolina. Each party irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court, any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum and the right to object, with respect to any such suit, action, or proceeding brought in any such court, that such court does not have jurisdiction over such party or the other party.

10. Intellectual Property

10.1. Customer acknowledges and agrees that: (i) it has no right, title or interest, proprietary or otherwise, in or to the Software Products or any other EKOS Intellectual Property (defined below); (ii) the EKOS Intellectual Property is owned solely by, and is proprietary to, EKOS and embodies valuable trade secrets of EKOS; and (iii) this Agreement does not give, and shall not be construed to give, Customer any vested right, title or interest in or with respect to the EKOS Intellectual Property, except for a non-exclusive, limited and terminable right of access to the Software Products for the purposes of this Agreement. EKOS owns and will continue to own, without limitation, all EKOS Intellectual Property and all rights, title and interest in and to all ideas, works, custom reports, products, programs, procedures, plans, formats and other intellectual property of any kind created, prepared, developed or worked on by EKOS for Customer under this Agreement. As used herein, "EKOS Intellectual Property" means any copyrights, patent rights, trademarks, trade names, trade secrets, service marks, know-how (including, without limitation, all ideas, inventions, products, programs, software, procedures, customer lists, works, formats and other intellectual property) and any other similar rights or intangible assets recognized under any laws or conventions in any country or jurisdiction in the world as intellectual creations to which rights of ownership accrue, and all registrations, applications, extensions or reissues of the foregoing now or hereafter in force.

11. Confidentiality

11.1. Customer acknowledges that it may become aware of or familiar with Confidential Information of EKOS. "Confidential Information" shall mean any information relating to the business or affairs of EKOS including, but not limited to, information relating to the Software Products, other EKOS Intellectual Property, customer and Customer lists, pricing lists and methods, products, software, inventions, processes, procedures, techniques, formulae, design or other technical data, trade secrets, sources of products or materials, financial statements, equipment, programs, strategies and information, analyses, profit margins, or other proprietary information used by EKOS in connection with its business. During the term of this Agreement and for so long thereafter as the Confidential Information remains proprietary to EKOS, Customer, for itself and its administrators, employees and agents, shall (a) keep the confidential information secret and retain it in strictest confidence, and (b) not, without the prior written consent of EKOS, furnish, make available or disclose to any third party, or use for the benefit of Customer or any third party, any Confidential Information. Customer acknowledges that the Confidential Information is vital, sensitive, confidential and proprietary to EKOS and that this covenant is reasonable and necessary for the protection of EKOS' business interests. Customer acknowledges that the violation of any of the provisions of this Agreement will cause irreparable loss and harm to EKOS which cannot be reasonably or adequately compensated by damages in an action at law, and, accordingly, that EKOS will be entitled, without posting bond or other security, to injunctive and other equitable relief to enforce the provisions of this Agreement and to prevent or cure any breach or threatened breach thereof; but no action for any such relief shall be deemed to waive the right of EKOS to an action for damages. The rights and remedies of EKOS are cumulative and the exercise or enforcement of any one or more of them will not preclude EKOS from exercising or enforcing any other right or remedy. The obligations of the Customer and the rights of EKOS under this Agreement shall survive the termination of this Agreement regardless of the reason for or cause of the termination.

12. Binding Effect; Authorized Signatory

12.1. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns. The individual executing this Agreement on behalf of Customer is a duly authorized representative of Customer with full power and authority to execute and deliver this Agreement on behalf of Customer and to bind Customer to its obligations hereunder.

13. Amendment

13.1. A modification, amendment or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed by the parties to this Agreement.

14. Waiver

14.1. A modification, amendment or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed by the parties to this Agreement.

15. Severability

15.1. If, in the final judgment of a court of competent jurisdiction, any provision of this Agreement is held to be invalid, said provision shall be considered void to the extent of such invalidity only, without invalidating any of the remaining provisions of this Agreement.

16. Counterparts

16.1. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Any facsimile or emailed signature attached hereto will be deemed to be an original and will have the same force and effect as an original signature.

17. Disclaimer

17.1. Except for any warranty otherwise expressly provided for herein, EKOS provides their services, software, equipment and systems on an "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, WHETHER ORAL OR WRITTEN OR EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY EKOS AND EKOS. IN NO EVENT SHALL EKOS HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY. In addition, EKOS shall not be liable or held responsible for any delay or failure to perform or deliver all or any part of the services or products required to be performed or delivered hereunder as a direct or indirect result of any causes, contingencies or circumstances beyond EKOS's control or which make the fulfillment of this Agreement impracticable by EKOS.



EKOS - SOFTWARE LICENSE AGREEMENT

IN WITNESS HEREOF, the Parties have executed this Agreement under seal, or caused this Agreement to be executed by their duly authorized officers, effective as of the last date of signing below (the “Effective Date”).

Customer	EKOS, Inc.
By: <i>(Printed Name)</i>	By: <i>(Printed Name)</i>
Customer Signature:	Signature:
Title:	Title:
Date:	Date:



EXHIBIT A: CHANGE REQUEST FORM (for use to add or delete sites during the term of the agreement following license agreement execution)

ADDENDUM NO. _____ to the SOFTWARE LICENSE AGREEMENT

THIS ADDENDUM NO. _____ (“*Addendum*”), dated _____ is between **EKOS, Inc.**, and **CUSTOMER** (as defined below) is for the sole purpose of adding, deleting, or changing Site information to the EKOS Software License Agreement dated _____, between EKOS and Customer (the “*Agreement*”). Except as modified by this addendum, the Agreement shall remain in full force and effect. EKOS and Customer desire to amend the Agreement as follows:

Add/ Change/ Terminate	Site Number	Site Name	Site Street Address	City, State, Zip	Site Contact	Site Phone #

BILLING INFORMATION (Required for Processing)			
Customer Name:	Contact Name:		Email:
Address:	City:	St:	Zip:
Phone:	Fax:	Fed Tax ID:	

All capitalized terms used herein, unless defined, shall have the same meanings set forth in the Agreement. This Addendum is incorporated into the Agreement and made a part thereof. If any term of this Addendum conflicts with the terms of the Agreement, the terms of this Addendum shall control. This Addendum may be executed (i) in counterparts, and/or (ii) through the use of an electronic signature.

By signing below, the parties have executed this Addendum by their duly authorized representatives as set forth below. This Addendum is effective as of the date fully executed.

Customer:	EKOS, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Return signed Addendum to EKOS Contract Services Team: Email: contracts@myekos.com