

**MASTER AGREEMENT #081524****CATEGORY: Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services****SUPPLIER: Core Engineered Solutions, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Core Engineered Solutions, Inc., 620 Herndon Parkway, Suite 120, Herndon, VA 20170 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

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

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

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

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

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

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

Article 3: Supplier Obligations to Participating Entities

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

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

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

Sourcewell

Core Engineered Solutions, Inc.

Signed by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/18/2024 | 8:56 AM CST

Signed by:
Frank B. Evans Jr.
By: 292F1AEB03324B6...
Frank B. Evans, Jr.
Title: President
Date: 11/18/2024 | 6:52 AM PST

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

Vendor Details

Company Name: Core Engineered Solutions, Inc.
Address: 620 Herndon Parkway
Suite 120
Herndon, Virginia 20710
Contact: Frank Evans
Email: fevans@core-es.com
Phone: 703-563-0320 209
Fax: 703-563-0330
HST#: 54-1553225

Submission Details

Created On: Tuesday July 23, 2024 13:05:43
Submitted On: Thursday August 15, 2024 08:16:53
Submitted By: Frank Evans
Email: fevans@core-es.com
Transaction #: acb5453e-e548-4d22-a8a6-a2aabb4ab832
Submitter's IP Address: 72.142.71.135

Specifications

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

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

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

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Core Engineered Solutions, Inc. (CES)
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Authorized Additional Affiliate: CES Northeast, LLC (subsidiary)
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 0P5S8 UEI: FVCOBWBWJLP9
5	Provide your NAICS code applicable to Solutions proposed.	332420 Metal Tanks (Heavy Gauge) Manufacturing (including Tank Monitoring & Gauging, Dispensing, Fuel Management, Design, Installation - Integrated Systems)
6	Proposer Physical Address:	620 Herndon Parkway, Suite 120 Herndon, VA 20170
7	Proposer website address (or addresses):	www.core-es.com www.convault.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Frank B. Evans, Jr. President 620 Herndon Parkway, Suite 120 Herndon, VA 20170 fevans@core-es.com 703.563.0320
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Frank B. Evans, Jr. President 620 Herndon Parkway, Suite 120 Herndon, VA 20170 fevans@core-es.com 703.563.0320
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Jeanne Meyer 620 Herndon Parkway, Suite 120 Herndon, VA 20170 jmurck@core-es.com 703.563.0320

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Core Engineered Solutions, Inc. (CES) was formed in 1990 to manufacture and market the proprietary UL2085 Convault concrete encased AST for the storage of petroleum products. This innovative system offered a less costly and environmentally superior alternative to underground storage tanks. Since that time, CES has developed the capabilities to become a leading provider of integrated fuel systems, having thousands of fuel storage systems to worldwide customers, ranging from independent owner/operators to Fortune 500 companies and all levels of government. The CES mission is to provide integrated fuel storage and transfer systems that are recognized for being the safest, most reliable and code-compliant solutions available.	*
12	What are your company's expectations in the event of an award?	CES has the organization and resources to immediately conduct business under the Sourcewell Cooperative Purchasing Program. Our expectation is to realize a high growth rate (25%+) each year. The ability to cover all 50 states will provide significant opportunities.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION	CES is a privately-owned enterprise that keeps confidential financial information. The company has been in business for 34 years and maintains sufficient liquidity and retained earnings to finance operations. References provided herein include letters from Truist Bank and DSP Insurance (bond insurer).	*
14	What is your US market share for the solutions that you are proposing?	-Unknown -Largest ConVault AST Licensed Manufacturer -GSA Worldwide Contract (Engineer, Furnish & Install Integrated Fuel Systems) CES was the first company to negotiate and be awarded a Federal Supply Agreement with the General Services Administration (GSA) in 1993.	*
15	What is your Canadian market share for the solutions that you are proposing?	Unknown	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A - None	*
17	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?	CES supplies integrated fuel storage and transfer systems. CES is the manufacturer of the primary component - the Convault AST. CES contracts with steel and precast producers to manufacture tanks to our standards and specifications. Day tanks, controls and monitoring equipment are all also made by a contract manufacturer under our SafeSite brand. Although not a distributor, CES has direct OEM relationships for other components with several manufacturers such as Omntec, Franklin Fueling, FE Petro, EBW, and Krueger. Petroleum equipment offered by OPW, Veeder-Root, Wayne, Gasboy, Clay & Bailey, and Universal are purchased from a Distributor who stocks these products at the CES tank production plant for factory quality control and installation.	*
18	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.	Product certification by Underwriters Lab (UL) ensures that Convault ASTs are manufactured to strict standards under UL2085 (Protected Tanks) and UL752 (Ballistics). CES manages UL testing and compliance by its contract manufacturers. CES designed the SafeSite Leak Monitoring System (LMS) that was evaluated and found to meet EPA and other regulatory standards by NWGLDE (National Work Group on Leak Detection Evaluations). CES staff hold certifications to install and service petroleum equipment system components. Company technicians have completed OSHA and other regulatory compliance requirements to work at project sites. All trade subcontractors must also meet these requirements and carry the necessary state and local licenses.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A - None	*																		
20	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	N/A - None																			
21	Describe any relevant industry awards or recognition that your company has received in the past five years	N/A - None	*																		
22	What percentage of your sales are to the governmental sector in the past three years	State & Local Gov / Education 35% Federal 30% Commercial 35%	*																		
23	What percentage of your sales are to the education sector in the past three years	2024 10% 2023 6% 2022 1%	*																		
24	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	GSA Cooperative Purchase Program for State and Local Governments (Referencing GSA Pricing) 2024 \$ 493,230 2023 \$ 631,375 2022 \$ 1,707,402	*																		
25	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?	<table border="0"> <tr> <td>Year</td> <td>2024</td> <td>2023</td> </tr> <tr> <td>2022</td> <td></td> <td></td> </tr> <tr> <td>GS07F-011GA *</td> <td>\$3,342,638</td> <td>\$3,840,757</td> </tr> <tr> <td>New York State (SOSA)</td> <td>\$1,876,926</td> <td>\$ 487,152</td> </tr> <tr> <td>New Jersey</td> <td>\$ 354,479</td> <td>\$1,177,585</td> </tr> <tr> <td></td> <td></td> <td>\$ 785,442</td> </tr> </table> <p>*The federal government purchases through contractors for overseas facilities and complex projects. These sales originate from facilities working with CES for design and supply of ASTs and other equipment on the contract.</p>	Year	2024	2023	2022			GS07F-011GA *	\$3,342,638	\$3,840,757	New York State (SOSA)	\$1,876,926	\$ 487,152	New Jersey	\$ 354,479	\$1,177,585			\$ 785,442	*
Year	2024	2023																			
2022																					
GS07F-011GA *	\$3,342,638	\$3,840,757																			
New York State (SOSA)	\$1,876,926	\$ 487,152																			
New Jersey	\$ 354,479	\$1,177,585																			
		\$ 785,442																			

Table 2A: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Department of Public Works Town of Falmouth 416 Gifford Street Falmouth, MA 02540	Peter McConarty, PE Director of Public Works	508-457-2543 Peter.MvConarty@falmouthma.gov	*
NYS Thruway - Syracuse Tarbell Road Syracuse, NY 13206 USA	Barry Oaksford Bldg Maintenance, Supervisor	315-438-2374 barry.oaksford@thruway.ny.gov	*
Aquia Wastewater Treatment Facility Stafford County Utilities 75 Coal Landing Rd. Stafford VA 22554	Mark Jackson	540-658-4826 mjackson@staffordcounty.va.gov	*
City of Fort Worth Fleet Services Division 4100 Columbus Trail Fort Worth, TX. 76133	Randy Rendon	817-392-5112 Randy.Rendon@fortworthtexas.gov	

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

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 *	
27	Sales force.	CES has a staff of 13 dedicated to sales,marketing, and project management.. There are also 3 outside representatives.	*
28	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	CES has several specificially authorized Dealers in NJ and PA. There are established resellers throughout the country (Petroleum Equipment Distributors and Contractors) such as Source NA, JF Petroleum, Shields & Harper, O W Larson, and EO Habhegger. . Business has been done on a per project basis nationwide for several years. CES typically enters into the contract with the end users directly. These companies serve as subcontractors, local suppliers and authorized service representatives.	*
29	Service force.	Service is provided by CES lead/factory technicians (5), locally trained subcontractors, and ASRs for system components supplied by petroleum equipment manufacturers such as Wayne, Gilbarco,Veeder-Root, Omntec, Pneumercator, etc. CES is the only US based company that employs a technician as certified trainer by double wall pipe manufacturer Brugg.	*
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	N/A - orders will be handled directly by CES.	*
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customers may contact CES directly from the 800# that appears on signage that is affixed on all ConVaul tanks and SafeSite products. Incoming service requests are also received via email, website forms and chatbox. Work is completed by CES factory technicians, local subcontractors or ASRs associated with accessory equipment manufacturers. CES takes responsibility for coordinating all service requests for the customer.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	CES will offer products and services to all Sourcewell associated entities.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CES will provide products for Ontario, Quebec and the Maritime Provinces	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A - all geographic areas in the United States and Canada will be full served.	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	N/A - all Participating Entities will have full access to the contract.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions - All offerings are available in Hawaii, Alaska, and in US Territories. Proposer has conducted extensive business in all these geographic areas, including US Territories in the Carribbean and Pacific.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>CES has built a database of over 30,000 individual records that includes contacts at state and local government facilities, specifying engineers, subcontractors, resellers, and code officials.</p> <p>Thousands of Convault tanks are approaching end of service dates (20-30 years). The Sourcewell contract offers an efficient way to replace existing installations. Marketing campaigns will target these contacts and customers.</p> <p>A very successful strategy we have employed marketing the GSA Co-op program is to work with our nationwide network of local contractors. They are aware of the local projects and in position to provide installation services. Utilizing that strategy to promote the Sourcewell contract will be very effective.</p> <p>A Statement of Qualifications brochure has been uploaded to provide an overview of CES products and services. This collateral will be modified to feature the Sourcewell contract.</p>
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>CES maintains digital market exposure through management of a Google page, an extensive website with access to technical data, a chatbox for immediate responses, and a landing page to request a virtual meeting to produce a SAME DAY FastPlan comprised of a system schematic, written specification and cost estimate. The company also supports Facebook and LinkedIn pages. Lunch & Learn presentations, are conducted on current codes and new technologies. Internal software is used to send group emails to our database. The company website will be updated to prominently feature the Sourcewell contract with a dedicated page providing details.</p> <p>The use of technology supports the rapid-response FastPlan offering that differentiates CES from the competition.</p>
40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>A Sourcewell contract would be the preferred acquisition vehicle recommended to all eligible customers. The benefits to the end user would basically be the same as our GSA Supply contract for federal customers - an established price and terms of contract, single source turn-key solutions from design to completion, and saving time and resources that would be needed in a bidding process.</p>
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>CES does not market parts or single-purpose equipment that could be offered online. Ordering is done when the customer has signed off on system design. Orders can be placed by the customer issuing a purchase or digital approval of the CES Sales Agreement.</p>

Table 5: Value-Added Attributes (100 Points)

Line Item	Question	Response *
42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>As a single-source provider of fuel storage systems, CES offers on-site training, start-up, and commissioning services for the tank and all components. Custom O&M manuals are produced for each installation. Depending on the manufacturer, these services may be optional or required. Video recordings of training sessions are also available.</p>

43	Describe any technological advances that your proposed Solutions offer.	<p>CES offers a number of solutions that are differentiated in the marketplace:</p> <ol style="list-style-type: none"> 1. Convault AST is the only standard concrete encased storage tank on the market that carries UL listings under both UL2085 (Protected Tanks) and UL752 (ballistics). The hardened Convault tank is in use for critical power at data centers, and on domestic and overseas military bases for generators, boiler feed, and dispensing to vehicles and aircraft - anywhere security is of importance. AWS, Microsoft, JP Morgan, and Fidelity data centers all have Convault tanks. The US Border Patrol has nationwide installations. 2. Advanced Filtration - DieselPure filtration removes EMULSIFIED water from fuel. This system was evaluated by SAE J 1488 Version 2010.10 testing methods to confirm its ability to separate/remove emulsified water from fuel. CES supplies and installs DieselPure systems for Verizon nationwide. Verizon has made this a standard system to prevent premature fuel degradation and equipment failure. 3. FastPlan - CES has developed a response capability that delivers a system schematic, written specification and budget estimates same day for any inquiries. We know of no other company that can respond in this fashion. 4. Dispensing System Controller - The CES SafeSite DSC is pre-engineered to serve as a single point power connection and control system that integrates all components for a fuel dispensing system. The DSC is delivered with a site schematic and conduit layout specifically designed for each different equipment component. This simplifies installation and minimizes on-site expenses. 5. SafeSite Leak Monitoring System (LMS) is designed to automatically test the interstitial space of double-wall pipes and tanks utilizing pressure or vacuum. 6. Flexwell Double Wall Stainless Steel Piping <p>Data Sheets Uploaded: Convault, DieselPure, FastPlan, DSC, LMS & DW Piping</p>
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>SafeSite Leak Monitoring System evaluated by NWGLDE - National Work Group for Leak Detection Evaluation CoVault Tank Ballistics Safety Tests - Underwriters Lab standard 752, National Institute of Justice, State Department and ASTM.</p>
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A - None
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>In addition to the product and services detailed on Line 43, other unique attributes are supply chain partners who fabricate to CES specifications, single source accountability for the entire system from design to operation, and the geographic market coverage. CES also undertakes the design and supply of unique requirements. Some examples are:</p> <ol style="list-style-type: none"> 1. 12000 Gal Convault tanks (20) for US Missile Defense Joint bases in Romania and Poland 2. Assembly line storage and dispensing systems for fluids used for the manufacture of Electric Vehicles for Lucid Motors. 3. A DEF storage and transfer system for the NYC Staten Island Ferry 4. Nationwide contract to supply and install Advanced Filtration systems for Verizon. 5. Convault ASTs designed and manufactured to military specification for Guantanamo Bay, Cuba, Guam, and 5,000 Gal Tanks (18) for Korea Kunsan AFB 6. Tanks, Pumps and controls for a US Drone CIA facility in Niger.
47	Describe the security system in place for protecting and controlling access to your solutions.	<p>The Convault tank is known as the most secure AST for storing petroleum products and other hazardous fluids. Other proprietary products such as SafeSite controls are secured by password control to access programmable logic controllers (PLCs) to protect custom software for each project. The basis for system schematic designs created in the FastPlan offering are generated from configuration software created by CES and only available on a secure server.</p>
48	Describe how you will secure any participating entities' data captured during transactions.	The only other entity is a subsidiary. Data / Transactions / Records are available and kept directly by the Proposer.
49	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	See response to Line 43 and related uploaded descriptive data sheets

50	Describe how you work with participating entities to ensure all relevant environmental regulations and environmental best practices are followed.	CES has a long history of participating on industry and government standards committees. The company has a long term record of participation in developing standards. CES insures all solutions are compliant on the local and federal level. Jeanne Meyer - VP Operations has extensive experience with regulations and standards: -Past Member, Petroleum Equipment Institute Board of Directors, representing District 11 for Manufacturers (2.5 terms) -Member, Underwriters Laboratories Technical Committee 142 for the Aboveground Storage Tanks and Below Grade Vaults (Standards 2085, 142, and 2245) -Member, Underwriters Laboratories Technical Committee 87 for the Standard Power Operated Dispensing Devices for Petroleum Products -Member, Petroleum Equipment Institute RP 200 Aboveground Tank Installation Committee -Member, Steel Tank Institute SP001 Tank Inspection Standard -Review Committee -Member, Joint UL/ULC Technical Committee 1369 for the Standard for Aboveground Piping for Flammable and Combustible Liquids -Past Member, API RP 1637 Color Symbols for Petroleum Products Revision Group -Past Member, Petroleum Equipment Institute Convention/Education Committee
51	Describe your capabilities and processes for design, site assessment, site preparation, installation, and SPCC planning. (Spill, Prevention, Control, Containment)	CES designs, furnishes, and installs integrated systems from concept to completion. See www.core-es.com for project descriptions demonstrating scope of work. See Statement of Qualifications uploaded Table 4, line 38.
52	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	None

Table 5A: Value-Added Attributes

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

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
62	Describe your payment terms and accepted payment methods.	Payment Terms: 1% discount if paid within 15 days, Net 30 P-cards and credit cards are accepted. A three-percent (3%) service charge will apply for orders greater than \$3,000.
63	Describe any leasing or financing options available for use by educational or governmental entities.	Capability to place lease financing on a case-by-case basis. No standard lease terms or program.
64	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Available documentation will include: 1. Contract Summary and T&C's similar to the uploaded GSA T&Cs information 2. Price List Link to Web file. 3. CES Quote / Sales Agreement with reference link to Sourcewell Contract T&Cs
65	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-cards and credit cards are accepted. A three-percent (3%) service charge will apply for orders greater than \$5,000.
66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Sourcewell pricing model will be a standard line item discount per the uploaded Price List.
67	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The proposed pricing is a discount from the commercial products list price of 11.5%. This matches the discount negotiated with GSA on the current contract that extends to 2026.
68	Describe any quantity or volume discounts or rebate programs that you offer.	-Additional 1% discount for Product orders \$200,000 or more -Additional 1% discount for Service orders \$150,000 or more
69	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Services and Open Market items will be quoted as requested and offered at the same discount as contract items.
70	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A - None
71	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	CES arranges transportation to the customer site for all tanks and equipment. This cost is prepaid and added to the cost of the product as a separate line item. The customer can arrange their own transportation, if they choose.
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	CES will arrange ocean freight when required. Tanks and equipment are delivered globally under the company GSA contract.
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	CES offers factory-installed and tested dispensing, monitoring and gauging equipment, as well as tank accessories (such as site pads, seismic restraints, hurricane hold-downs, overfill containment).
74	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	CES was the first company to secure a GSA Supply Contract for ASTs, petroleum equipment, and installation services. This contract has been extended several times since the initial award in 1993. GSA terms and conditions have strict pricing requirements that CES manages by programming limitations in quoting and ERP software. CES has undergone several GSA price audits without adjustments. A similar system will be put in place to ensure Sourcewell pricing compliance.
75	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	State and Local Government & Education (SLED) sales have historically averaged about 35% of total company sales. Success would be assessed in two ways: 1. Has the percentage of company revenue for SLED customers increased from 35% and (2) have the absolute dollars in revenue increased from prior years.

76	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Proposed Administrative Fee - 1.0%	*
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Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The proposed pricing for this contract matches the CES GSA contract discount, which is the best discount given to government customers. GSA prices are pegged to the CES "Most Favored Customer" and are to be immediate modified if commercial list prices or discounts change.

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

Line Item	Question	Response *
78	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	A comprehensive description of all solutions is summarized in the uploaded Statement of Qualifications. Additional capabilities include project management, installation and environmental services. These activities cover permitting, engineered drawings, communications networks, site preparation (concrete pads, canopies, posts, delivery and offloading. Environmental services offered are UST removal, remediation, and SPCC plans.
79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
80	Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, natural gas, and used fluids	<input checked="" type="radio"/> Yes <input type="radio"/> No	CES has designed, furnished and installed basic and complex integrated turnkey solutions for all listed except for natural gas and propane. *
81	Mobile fuel, fluid, and gas storage solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	No mobile solutions offered. *
82	Hardware related to the aboveground storage tanks and mobile storage solutions described in 80 and 81 above, including pedestals, gauges, access or security hardware, monitoring equipment and devices, RFID solutions, dispensers, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	CES offers all of the itemized equipment described in this section. *
83	Fuel and fluid management software related to the aboveground storage tanks and mobile storage solutions described in 80-82 above. However, this solicitation should NOT be construed to include "software-only" solutions. Proposers may include related fuel and fluid management software to the extent that the solutions are complementary to the offering of the equipment and products being proposed	<input checked="" type="radio"/> Yes <input type="radio"/> No	CES provides custom programming for system controls and software associated with fuel management and monitoring equipment from industry manufacturers *
84	Services related to the solutions described in 80-83 above, including design, site assessment, site preparation, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.	<input checked="" type="radio"/> Yes <input type="radio"/> No	All of the described services are offered in conjunction with projects for new AST systems. *

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

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

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

Documents

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

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

- [Pricing](#) - Sourcewell Price List 8.15.24 Core Engineered Solutions.pdf - Wednesday August 14, 2024 18:50:35
- [Financial Strength and Stability](#) - Table 2 Financial References.zip - Saturday August 10, 2024 10:01:09
- [Marketing Plan/Samples](#) - Table 4 Line 38 Statement of Qualifications.pdf - Saturday August 10, 2024 10:02:22
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Table 6 Sample Documents.zip - Saturday August 10, 2024 10:02:41
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Table 5 Line 43 Data Sheets.zip - Saturday August 10, 2024 10:03:30

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

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

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

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