

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

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and OPW Fuel Management Systems, LLC, 3814 Jarrett Way, Austin, TX 78728 (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 brought by a third party, including attorneys' fees incurred by Sourcewell, to the extent caused by any negligent or more culpable 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 to the extent 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

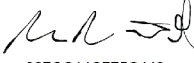
Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

- 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

OPW Fuel Management Systems, LLC

Signed by:  
  
C0FD2A139D06489...

DocuSigned by:  
  
027CC14C775C443...

By: \_\_\_\_\_

By: \_\_\_\_\_

Jeremy Schwartz

Marc Daft

Title: Chief Procurement Officer

Title: Sr. Director Sales

12/11/2024 | 10:59 AM CST  
Date: \_\_\_\_\_

12/11/2024 | 9:20 AM CST  
Date: \_\_\_\_\_

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

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## Vendor Details

Company Name: Dover Fueling Solutions

Does your company conduct business under any other name? If yes, please state: OPW Fuel Management Systems LLC ("OPW-FMS"), Wayne Fueling Systems LLC ("Wayne"), OPW Fueling Components LLC ("OPW Retail Fueling"), Simmons Sirvey Corp. ("ClearView")

Address: 3814 Jarrett Way  
Austin, Texas 78728

Contact: Paul Nelson

Email: paul.nelson@doverfs.com

Phone: 425-503-8367

HST#:

## Submission Details

Created On: Tuesday August 13, 2024 07:33:36

Submitted On: Thursday August 15, 2024 13:52:02

Submitted By: Paul Nelson

Email: paul.nelson@doverfs.com

Transaction #: 84da3678-36bc-4ed9-b415-af62ac9775d9

Submitter's IP Address: 136.226.54.249

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**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.	OPW Fuel Management Systems, LLC (“OPW FMS”)
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).	Wayne Fueling Systems LLC (“Wayne”), OPW Fueling Components, LLC (“OPW Retail Fueling”), and Simmons Sirvey Corp. (“Clearview”) are all affiliates of OPW FMS that fall under the Dover Fueling Solutions (“DFS”) umbrella of brands and who may provide products or services related to this Proposal.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Dover Corp does not have a CAGE code.
5	Provide your NAICS code applicable to Solutions proposed.	The relevant NAICS codes for Dover Corporation are [33, 333, 3339, 33391, 333914].
6	Proposer Physical Address:	3814 Jarrett Way Austin, TX 78728
7	Proposer website address (or addresses):	www.doverfuelingsolutions.com www.opwglobal.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):	Paul Nelson Sales Engineer paul.nelson@doverfs.com 425-503-8367
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Tom Glahn Director, Strategic Accounts tom.glahn@doverfs.com 215-257-7449
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Ramon Ruiz Sr. Manager, Domestic Sales ramon.ruiz@doverfs.com 708-205-8942

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

Line Item	Question	Response *
11	Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested Solutions.	Dover Fueling Solutions (DFS), part of Dover Corporation (DVR on the NYSE), is comprised of the product brands including Wayne Fueling Systems, OPW Fuel Management Systems, OPW Retail Fueling, and Clearview. Our combined solutions deliver advanced fuel dispensing equipment, fuel management systems, automatic tank gauging, dispensing hardware, and piping and containment solutions for both conventional and alternative fuels (Biodiesel, Ethanol, LPG, LNG, Hydrogen). DFS also supplies wetstock management, reconciliation, and fleet fueling software solutions. Electric Vehicle charging solutions will be launched in 2025.



12	What are your company's expectations in the event of an award?	<p>We would announce the award renewal using our various website, social media, publication press release avenues, as well as directly to our NA distributor network of over 500 distributors and our existing and potential government customers.</p> <p>Our expectations are that we provide government customers a streamlined and cost-effective mechanism to the purchase of needed fuel management and fuel handling equipment via the Sourcwell approved procurement process. We expect this will lead to increased sales and market share in this sector.</p>	*
13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. <b>DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION</b></p>	<p>Dover Corporation SEC Filings are attached for review (2023 Annual Report).</p>	*
14	What is your US market share for the solutions that you are proposing?	<p>For OPW-FMS products it is approximately 20%                      For Wayne dispenser products it is approximately 53%                      For OPW Retail Fueling it is approximately 60% for aboveground products, and approximately 40% for belowground products.</p>	*
15	What is your Canadian market share for the solutions that you are proposing?	<p>For OPW-FMS products it is approximately 30%                      For Wayne dispenser products it is approximately 50%                      For OPW Retail Fueling it is approximately 50% for aboveground products, and approximately 50% for belowground products.                      For Clearview it is less than 5%</p>	*
16	<p>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 Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>There have not been any bankruptcy filings or completions by OPW FMS or its affiliates.</p>	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.                      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?</p>	<p>We are best described as a manufacturer. We have an internal sales force that actively solicits business on our behalf, with dedicated teams in NA for various business segments. We sell through a network of over 500 authorized distributors in the US and Canada, who resell, install, and service our products. Distributors and their employees are not employed by DFS.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Dover Fueling Solutions is an ISO 9001 certified manufacturer, this includes OPW-FMS and Wayne dispensing products produced in our Austin, TX facility. Individual product certifications may include UL and ULC (Canada), Electrical Testing Labs (ETL), Federal Communications Commission (FCC), Met Labs, National Conference on Weights and Measures/NTEP, Measurement Canada, Payment Card Industry (PCI) requirements, National Work Group for ATG testing, and the International Electrotechnical Commission.</p> <p>OPW Retail Fueling certifications include ISO 9001, UL and ULC, and ATEX.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>There have been no suspensions or debarments applied to our organization/companies.</p>	*
20	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	<p>No infractions or sanctions.</p>	

21	Describe any relevant industry awards or recognition that your company has received in the past five years	No recent industry awards in these segments, only in Retail technology segments.	*
22	What percentage of your sales are to the governmental sector in the past three years	For OPW FMS, approximately 25% of sales are to the government sector. For Wayne dispensers, approximately 10% of sales are to the government sector. For OPW Retail Fueling, approximately 10% of sales are to the government sector. For Clearview, less than 5% of sales are to the government sector.	*
23	What percentage of your sales are to the education sector in the past three years	For OPW-FMS, Wayne dispensers, and OPW Retail Fueling, approximately 10% of our sales are to the education sector. For Clearview, less than 5% of sales are to the education sector.	*
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?	Our organization does not hold any of these contracts.	*
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?	Our organization does not hold any of these contracts or arrangements.	*

**Table 2A: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
City of Fort Worth	Randy Rendon	817-392-5112	*
College of William & Mary	Tina Sinclair	757-221-1216	*
Dakota County Minnesota	Kevin Schlangen	952-891-7911	*

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

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

Line Item	Question	Response *	
27	Sales force.	<p>OPW-FMS, Wayne Fueling Systems, OPW Retail Fueling, and Clearview have 100% sales coverage for the United States and Canada. Our factory sales teams are additionally supported by sales teams that are employed by our Distributor channel partners.</p> <p>OPW-FMS has a sales team that consists of five direct employees who serve as Regional Area Managers, who are responsible for sales activities in a multi-state/province region. There are two Sales Engineers for fuel management and ATG application support to the sales staff. In addition, OPW-FMS has one Manufacturer’s Representative company that covers one state (Florida).</p> <p>Wayne dispensing has a sales team of twelve Regional Sales Managers who are direct employees and are responsible for sales activities in a multi-state/province territory. In addition, Wayne has two Manufacturer’s Representatives providing additional sales coverage for their fleet dispensers and products.</p> <p>OPW Retail Fueling has twelve District Sales Managers who are direct employees cover the US and Canada, and are responsible for sales activities in a multi-state/province territory. Additionally, there is one Manufacturer’s Representative group managing sales activities in one state (Florida).</p>	*

28	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>OPW-FMS, Wayne, and OPW Retail Fueling have a complete network of Distributors who sell, install, and service our products throughout the entirety of the US and Canada.</p> <p>OPW-FMS, Wayne fueling, Clearview, and OPW Retail Fueling key Distributor partners with multi-state operations include Mascott Equipment (Northwest US, Alaska and Hawaii), Shields Harper &amp; Co. (California, Nevada, Arizona, Oregon), Northwest Pump &amp; Equipment (Northwest US, California, Nevada, Arizona, Alaska, and Hawaii), Eaton Sales &amp; Service (Rocky Mountain region), JF Petroleum Group (East Coast, Midwest, Texas), Adams Tank &amp; Lift (Florida), Spatco (Southeastern US), OWL Services (Midwest, Great Lakes), Wildco PES (New England, Mid-Atlantic), Minnesota Petroleum, Seneca Corporation (Rockies and Midwest), Keller Equipment (Western Canada), Ingersoll Petroleum (Canada).</p>	*
29	Service force.	<p>Our companies mainly rely on a network of certified technicians that are employed both by our Distributor channel partners and independent Service Contractors. These organizations provide installation and service for our products.</p> <p>OPW-FMS, Wayne, OPW Retail, and Clearview all have a fully staffed Technical Support Department/Help Desk that can be reached via phone or email that provide support to Distributors, Technicians, and End-users.</p> <p>OPW-FMS, Wayne and Clearview also have remote personnel that are direct employees who provide support to our Distributors and Service Companies. OPW-FMS has two remote support people. Wayne has nine regional service managers, and OPW Retail Fueling has two people. Additional DFS factory personnel are also available to provide field support as required.</p>	*
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All orders are handled through our authorized Distributor network, who will submit their orders to the Customer Service department at DFS. Distributor sales personnel will often engage with our DFS sales team to make sure the configuration of the product/solution is tailored correctly for the particular customer/site needs. Orders received by the CS department are entered, and an acknowledgement is returned to the Distributor for the purposes of tracking the order accuracy and shipping promise dates. Orders are trackable by Distributors through Production, Shipping, and Delivery.</p>	*
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.	<p>Our companies all maintain Technical Support/Help Desk support that is available for our Distributors, Technicians, and End Users. This support is generally utilized for troubleshooting hardware issues with certified Technicians and software/use-case questions with End Users. This support is available via phone or email.</p> <p>Our Distributors response times can vary, but as a general rule sites that are down are serviced within 24 hours. Our companies encourage Distributors to maintain adequate spare parts to immediately help sites that are in their service area.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	<p>Our companies are able to provide products and solutions in all 50 US states and territories such as Guam and Puerto Rico, with the support of our Distributor partners.</p>	*
33	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>Our companies are able to provide products and solutions in all Canadian provinces and territories, with the support of our Distributor partners.</p>	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Our companies are able to provide coverage in all United States and Canada.</p>	*
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.	<p>Our companies are able to serve all participating Sourcwell entity sectors.</p>	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no additional requirements or restrictions.</p>	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Any extension of terms would be negotiated directly between the End User and the Distributor they are purchasing from.</p>	*

**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>Our organizations will proactively market a Sourcewell award.</p> <p>The award will be promoted at National, Regional, and Local trade shows where our companies exhibit, particularly those that serve the government, education, and non-profit sectors (such as the APWA PWX conference, and various Student Transport organizations). We would also promote the award in direct meetings with Distributors and potential customers in these sectors.</p> <p>In addition, the award will have prominent placement in online and print publications where we advertise, that are read by government agencies. The award would also be announced and have ongoing placement on company websites and social media platform postings including Facebook, LinkedIn, Instagram, and X(Twitter).</p> <p>Our direct sales teams may also include the current Sourcewell contract award information in their email signatures for visibility.</p>
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	All of the Dover companies utilize social media platforms including Facebook, LinkedIn, Instagram, and X(Twitter) to market our products and services, and showcase projects and sites with unique or interesting aspects. We will use these avenues to promote the Sourcewell contract and provide examples of relevant projects to drive interest in both the products and the procurement opportunity through Sourcewell.
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>While we appreciate any promotional efforts by Sourcewell to our mutual benefit, we believe the primary responsibility is incumbent on our sales and marketing operations to promote the contract award effectively to our channel partners and prospective customers.</p> <p>Our companies will integrate promotion of a Sourcewell award into our day-to-day sales activities when engaging in the government sector. We will promote it at National, Regional, and Local trade shows and conferences that support the government, education, and non-profit sectors.</p> <p>The award would have prominent placement in online and print advertising in publications that cater to government agencies. The award would also be announced and have continuing placement on company websites and social media postings.</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.	Currently our products and services are not available for purchase through an e-procurement process, only via our authorized Distributor channel partners (which may have varying systems for end-user order entry and tracking). We do utilize an electronic online system for software solutions subscription agreements, such as Clearview, as an

**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.	We have online learning modules and in-person training courses that are available for technician certification. In some cases, large end-users with their own service personnel will take advantage of these courses. There is a charge for certification training. We also maintain a YouTube channel with many full-length and quick-topic videos on how to install or program the Fuel Management and ATG systems. End-user training on the Fuel Management software products, including Cloud software, is packaged with the sale of the software as a separate line-item, and is also available to repurchase a 1:1 training session in the event of staff turnover.

43	Describe any technological advances that your proposed Solutions offer.	<p>Fuel Management systems include RFID readers that in most cases can be programmed to accept an end-users existing security badges. We employ PCI-certified EMV payment technology for the systems that accept credit cards, including contactless payments. Our Automatic Vehicle Identification system (AVI) can authorize vehicles automatically when the nozzle is inserted, and also pick up odometer/engine hour data wirelessly. OPW-FMS is about to launch a new line of terminals that employ the same touchscreen/graphics capability as the Wayne Anthem retail dispenser, which will allow for on-screen data entry and custom messaging. The OPW-FMS cloud software solution monitors the status of terminals and pumps, and can send proactive alerts when a device is offline.</p> <p>Wayne offers a fuel management system that is integrated into the Select fuel dispenser, which can eliminate the need for a separate terminal and lower installation costs.</p> <p>OPW Retail Fueling has introduced the 14-series of driplless nozzles, which create a cleaner/greener fueling experience. They have also just launched a new line of flexible vent piping for tank venting.</p> <p>Dover Fueling Solutions is about to launch a new EV charger system (Q4 2024).</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>As part of Dover Corporation, our companies are part of Dover's commitment to protecting our environment and sustainability.</p> <p>As it relates to our products, Dover is committed to innovation for sustainable products.</p> <p>In our operations we are committed to reducing energy consumption and emissions, limiting waste, and environmental compliance.</p> <p>Dover companies are also committed to partnering with environmentally responsible companies as suppliers.</p> <p>In early 2020, Dover began implementing a 3-year plan to expand our Environmental Social and Governance disclosure (ESG), metrics, goals, and governance oversight. Dover has met the goals outlined in the 2020 initiative for greenhouse gas reduction and energy consumption reduction.</p> <p>Dover plans to publish indices using the Sustainable Accounts Standards Board (SASB) reporting framework and key Global Reporting Initiative (GRI) indicators. Dover is committed to focusing on and making progress against ESG metrics and targets that are material to our business.</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.	<p>OPW-FMS certifications for our products include ISO 9001, Underwriters Laboratory UL and ULC Canada), Electronic Testing Lab (ETL and ETL Canada), National Weights and Measures, Payment Application Data Security Standard/PCI, National Work Group on Leak Detection Systems.</p> <p>Wayne certifications include UL/ULC, Metlabs for DEF dispensers, Measurement Canada, and FCC.</p> <p>OPW Retail Fueling certifications include ISO 9000, UL/ULC, California Air Resources Board, and California Water Board.</p>	*
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>OPW-FMS, Wayne Fueling Systems, OPW Retail Fueling, and Clearview have been in the petroleum equipment and services business for over 300 years combined. This history of developing innovative solutions puts our companies in a unique position to work with Sourcewell members.</p> <p>No matter the size of the Sourcewell member, our companies have solutions. For example, OPW-FMS offers software solutions for PC-based, Server-based, and Cloud applications, since one size does not fit all. OPW-FMS offers the widest array of Fuel Management systems, from an entry-level 2-hose terminal with only USB data transfer, up to EMV payment systems with multi-site Cloud software for public/private alternative fuel station operators.</p> <p>OPW Retail Fueling also offers a wide selection of products designed to meet EPA or individual state requirements. There are also products designed specifically for the climate they will be installed in; a good example is OPW's cold weather nozzle options sold in Canada and Alaska.</p> <p>Wayne Fueling offers a complete line of dispensers for fleet and commercial applications, with both mechanical and electronic control options. Wayne's integrated IX Fleet management system combines the dispenser and fuel management in one chassis.</p>	*

47	Describe the security system in place for protecting and controlling access to your solutions.	Dover takes security seriously when it comes to our system hardware and Cloud software solutions. For systems that process consumer payment cards (bank or fleet fuel cards), the systems are PCI compliant and PA-DSS compliant, so that password protocol is adhered to. We also participate in Vulnerability Attack Testing with several customers. Please see attached Security white paper re: our EDGE computing device used to facilitate our Cloud software solutions for wetstock management (Clearview) and fleet fuel management (OPW-FMS products). We also run internal security audits under our Security Validation Group (SVG) which follows a five step security testing process: threat modeling, footprinting, scanning, enumeration, and vulnerability analysis.
48	Describe how you will secure any participating entities' data captured during transactions.	<p>Application traffic containing site sensitive data is protected in transit using secure network tunnels established between the applications communicating. The secure network tunnel is established using a Transport Layer Security (TLS) 1.2 cipher.</p> <p>We utilize MS Azure for our cloud solutions environment. Azure IoT Hub allows definition of access control policies for each security key. It uses Service Connect and Device Connect permissions to grant access to each of the IoT Hubs endpoints. Permissions limit the access to an IoT Hub based on functionality.</p>
49	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	<p>Our ability to monitor and track the fuel transactions is enhanced by our ability to also read tank levels to provide in/out reconciliation reporting. Our DX Fleet cloud software solution also monitors the status of the fuel dispensers, which can reduce or eliminate long stretches of time where a pump may be put in bypass mode locally without HQ knowing, which leads to greater uptime and tracking.</p> <p>Our AVI system guarantees that you know the dispensed fuel went into the intended vehicle, can automatically collect accurate odometer/hour data, and also simplifies the fueling process by skipping the terminal.</p>
50	Describe how you work with participating entities to ensure all relevant environmental regulations and environmental best practices are followed.	We include relevant instructions and warnings in our installation manuals for hazardous areas, electrical safety (lock out/tag out), and electrical code as applicable. These topics are also part of our online LMS learning system and in-person certification classes. Certified technicians employed by our Distributor channel partners and independent Service Companies are continually exposed to relevant safety and environmental warnings in our courses and documentation.
51	Describe your capabilities and processes for design, site assessment, site preparation, installation, and SPCC planning. (Spill, Prevention, Control, Containment)	Our direct sales staff and support personnel will often get directly involved in conversations with End Users and our channel partners to help design the proper set of equipment and services to meet the operation requirements. We rely on our channel partners for on-site evaluations in most cases (pre-bid job walks, site inspections, etc.). We do not get directly involved in SPCC planning, at sites where that is required.
52	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	No infractions or sanctions.

**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	As a publicly-traded global company, Dover Corporation does not qualify for any Women/Minority/Veteran-owned business, or small business designations. We do take inclusion very seriously though and participate in several industry groups and workshops including Women in Manufacturing, and Women in Technology.
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 type="radio"/> Yes <input checked="" 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 for OPW-FMS, Wayne, and OPW Retail Fueling are Net 30. Since we sell through Distribution, their payment terms to the Sourcwell-participating end users may vary.
63	Describe any leasing or financing options available for use by educational or governmental entities.	Since our sales are through Distribution, these options would be handled by them. Most distributors have financing or leasing options through companies including Tandem Finance, Ascentium Capital, or Patriot Capital.
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.	Orders obtained off the Sourcwell contract for OPW-FMS, Wayne, and OPW Retail Fueling are assigned a special code during order entry by our Customer Service representatives. This allows our companies to track sales and report to Sourcwell on a quarterly basis. Clearview orders are placed directly by the end-user and are also tracked with a special code for reporting purposes.
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Our companies do not accept this card for payment, but since our sales are primarily through Distribution some may accept the P-card.

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.	Our companies utilize a published List Pricing model. Discounts for bulk purchases or bundles may vary across product categories.	*
67	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Pricing for OPW-FMS, Wayne, and OPW Retail is a discount off list price in effect at the time of the sale of 10% for Sourcewell members purchasing products in the United States.</p> <p>Pricing for OPW-FMS, Wayne, and OPW Retail is a discount off list price at the time of the sale of 10% for Sourcewell members purchasing products in Canada.</p> <p>Clearview pricing would be non-standard and would need to be price per opportunity.</p>	*
68	Describe any quantity or volume discounts or rebate programs that you offer.	<p>OPW-FMS will offer a 12 percent discount off list price at the time of the sale on orders of 10 systems or more.</p> <p>All of our companies would like the ability to increase the discount on a case-by-case basis for large opportunities.</p>	*
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.	This pricing would need to be quoted on a case-by-case basis upon request.	*
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.	<p>Product installation is not included in our RFP response.</p> <p>Installation is quoted separately by our Distributor channel partners on a site-by-site basis. Freight charges will also be added to most Distributor invoices.</p>	*
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.	<p>Freight will be added to most sales by our Distributor channel partners, since we do not sell direct, and we add freight charges to the invoice.</p> <p>OPW Retail Fueling does prepay the freight for Distributor stocking/project orders that exceed \$7500.00.</p>	*
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Standard shipping policies apply for OPW-FMS and OPW Retail Fueling; most are made via an LTL carrier or UPS, depending on size, weight, etc. Customer Sservice departments work with freight forwarders for Canadian shipments and conform with all cross-border documentation requirements.</p> <p>For shipments to Alaska or Hawaii, Wayne ships dispensers to a port closest to destination in the lower 48 states.</p>	*
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our companies make the effort to minimize freight charges for our Distributors and End Users' benefit by combining shipments and utilizing our buying power to minimize freight charges as much as possible.	*
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.	<p>All Sourcewell orders for OPW-FMS, Wayne, and OPW Retail will be placed by our Distributor channel partners, who then sell to Sourcewell members.</p> <p>Sourcewell orders will be audited internally to ensure Distribution receives the correct pricing, and we will also contact the Sourcewell member to make sure they received the List-less-10% (or better) pricing.</p> <p>All Sourcewell orders will receive a "coupon code" for internal tracking, ensuring accurate tracking of sales and administrative fees to be paid to Sourcewell.</p>	*



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.	As a result of our participation in the previous RFP/Award, we have been tracking Sourcewell sales in order to remit the proper administrative fees back to Sourcewell. This has allowed us to chart the sales received under the contract in comparison to total sales (and in some cases, sales by segment when that is known). These quarterly reports are reviewed by Sales Management and Marketing, and shared with the broader sales team, so that we can all be aware of efforts to maximize the success of the program. We are also able to share these metrics with our Distributors as part of our regular contact and support with them.	*
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.	The proposed fee is 2 percent of net invoiced sales achieved under the Sourcewell contract.	*

**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.	Our proposal includes a discount off the published MSRP for Sourcewell members.  OPW-FMS, Wayne Fueling, and OPW Retail Fueling products will be offered at 10 percent off the list price. We would like to have the opportunity to offer larger discounts for big projects on a case-by-case basis.

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

Line Item	Question	Response *
78	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>As part of the proposal, we are offering products from OPW Fuel Management Systems, Wayne Fueling Systems, OPW Retail Fueling, and Clearview.</p> <p>OPW-FMS products include the PetroVend line of Fuel Control hardware and software, and the current ProGauge line of Automatic Tank Gauge systems and parts for the previous OPW Tank Gauge line.</p> <p>Wayne Fueling offers a complete line of fleet/commercial fueling dispensers and the integrated IX Fleet fuel management system.</p> <p>OPW Retail Fueling offers a complete line of aboveground and belowground fuel site products. Aboveground products include nozzles, swivels, breakaways and storage tank hardware such as vents and fill containers. Belowground products include piping and containment sumps to protect against fuel products escaping into the environment.</p> <p>Clearview provides industry-leading wetstock inventory management cloud solutions that include modules for environmental compliance reporting, alarm management and dispatch, flow rate performance analysis, reconciliation, and additional features.</p> <p>Dover Fueling Solutions will shortly be launching our own line of EV charging solutions, that will be designed and manufactured at our Austin, TX facility.</p>
79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Fleet and Related Fuel Management Systems</p> <p>Underground Fuel and Fuel Storage</p> <p>Electric Vehicle Charging</p>

**Table 88: 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	Dover does not manufacture actual tanks, but we supply handling, control, and monitoring equipment for all types of fuels and associated fluids. OPW-FMS and OPW Retail Fueling products apply. *
81	Mobile fuel, fluid, and gas storage solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	While we have installed control equipment on mobile fueling trucks/skids, we do not manufacture the actual fuel vessel. OPW-FMS and OPW Retail Fueling products apply. *
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	OPW-FMS offers the line of PetroVend fuel control systems and ProGauge automatic tank gauging products. Wayne Fueling offers commercial fleet fuel dispensers and the integrated IX Fleet control system. OPW Retail offers a full line of dispensing equipment including nozzles, swivels, breakaways and a full line of AST tank trim products as well as piping and containment for underground lines. *
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	Our offerings include PetroVend fuel management systems, Wayne IX Fleet systems, and Clearview Wetstock management. Within these offerings there are PC-based, Server-based, and Cloud-based software solutions. *
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	Most of the installation and service functions are performed by our distributor and service company channel partners. To support this network, each of the Dover companies has Technical Support/Help Desk available to assist Technicians and End-users, and we have personnel that will travel to assist on-site in certain cases. *

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that are 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."

- [Pricing](#) - 2024 Pricing for OPW-FMS and Affiliated Companies.zip - Thursday August 15, 2024 00:02:37
- [Financial Strength and Stability](#) - Dover\_2023\_Annual\_Report.pdf - Tuesday August 13, 2024 17:21:24
- [Marketing Plan/Samples](#) - DFS Marketing Plan for Sourcewell 2024.pdf - Thursday August 15, 2024 03:25:25
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - 2024 OPW-FMS and Wayne System Order Configuration Samples.zip - Thursday August 15, 2024 00:07:49
- [Requested Exceptions](#) - Sourcewell RFP\_081524\_Master Agreement\_Fuel\_Fluid\_Storage\_OPW FMS redline.docx - Wednesday August 14, 2024 23:39:11
- [Upload Additional Document](#) - DFS Edge Security.pdf - Thursday August 15, 2024 13:48:49

## 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. - Paul Nelson, Sales Engineer, OPW Fuel Management Systems LLC

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

Yes  No

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

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

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