

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Dover Fueling Solutions Inc., 3814 Jarrett Way, Austin, TX 78728 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires December 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

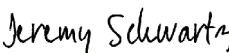
also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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


24. CANCELLATION

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


Sourcewell

DocuSigned by:

 By: _____
 C0FD2A139D06489...
 Jeremy Schwartz
 Title: Director of Operations &
 Procurement/CPO
 Date: 12/2/2020 | 3:20 PM CST

Approved:

DocuSigned by:

 By: _____
 7E42B8F817A64CC...
 Chad Coauette
 Title: Executive Director/CEO
 Date: 12/8/2020 | 1:54 PM CST

Dover Fueling Solutions Inc.

DocuSigned by:

 By: _____
 C0BF425979184F4...
 Robert Hayes
 Title: Domestic Sales Manager
 Date: 12/8/2020 | 1:36 PM CST

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

Vendor Details

Company Name: OPW Fuel Management Systems
Address: 6900 Santa Fe Drive
Hodgkins, IL 60525
Contact: Bobby Hayes
Email: Robert.Hayes@OPWGlobal.Com
Phone: 770-605-9611
HST#:

Submission Details

Created On: Monday August 17, 2020 06:37:22
Submitted On: Tuesday September 29, 2020 14:58:38
Submitted By: Bobby Hayes
Email: Robert.Hayes@OPWGlobal.Com
Transaction #: 84752865-0336-40bd-b01a-c9e61e8f2a41
Submitter's IP Address: 76.109.17.211

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Dover Fueling Solutions Inc. Bid includes Products from OPW Fuel Management Systems, Wayne Fueling Systems, OPW Retail Fueling and Clearview
2	Proposer Address:	3814 Jarrett Way Austin, TX 78728
3	Proposer website address:	www.doverfuelingsolutions.com www.wayne.com www.opwfms.com www.opwglobal.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Robert Hayes Domestic Sales Manager Robert.Hayes@DoverFS.Com 770-605-9611
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Robert Hayes Domestic Sales Manager 6900 Santa Fe Drive Hodgins, IL 60525 770-605-9611
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	John Nesbit Director - Solutions Sales 3814 Jarrett Way Austin, TX 78728 513-545-8528

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Dover Fueling Solutions (DFS) part of Dover Corporation is comprised of the product brands including Wayne Fueling Systems, OPW Fuel Management Systems, Clearview and joining our bid is our Dover Sister company, OPW Retail Fueling. Our combined solutions deliver advanced fuel dispensing equipment, fuel management systems, automatic tank gauging, dispensing hardware, piping and containment solutions to protect the environment and wetstock management solutions to customers worldwide.
8	What are your company's expectations in the event of an award?	We would begin by announcing the award of a Sourcewell contract to our existing and potential government customers. Our network of over 500 Distributors would also be notified of the award to assist in the promotion of our solutions. Our expectations are to provide government customers a more streamlined and cost-effective mechanism to purchase our solutions. We expect this will lead to increased sales and market share in this sector.

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Dover Corporation SEC Filings Are Attached for review..	*
10	What is your US market share for the solutions that you are proposing?	For OPW FMS Products it is 20 Percent. For Wayne Dispenser Products it is 53 Percent. For OPW Retail Fueling it is 60 Percent for Above Ground Products and 40 Percent for Below Ground Products.	*
11	What is your Canadian market share for the solutions that you are proposing?	For OPW FMS Products it is 30 Percent. For Wayne Products it is 50 Percent. For OPW Retail Fueling it is 50 Percent for Above Ground Products and Below Ground Products. For Clearview it is less than 5 Percent.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	DFS is best described as a manufacturer. We have a sales force that actively solicits business on our behalf. We sell to a network of over 500 Distributors in the United States and Canada who resell, install and service our products. These companies and their employees are not employed by DFS.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	OPW FMS is an ISO 9001 certified manufacturer. Many of our products are certified to Underwriters Laboratory (UL) and UL Canada standards, Electrical Testing Labs (ETL) standards, Payment Card Industry (PCI) requirements, National Work Group and International Electrotechnical Commission. OPW Retail Fueling certifications include ISO9000, UL and UL Canada and ATEX. Wayne certifications include ISO 9001, UL and UL Canada, Met Labs, National Conference on Weights and Measures/NTEP, Measurement Canada and the Federal Communications Commission	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There has been no suspension or debarment applied to our organization/companies	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	OPW Retail Fueling was awarded the Carolina Star Award
17	What percentage of your sales are to the governmental sector in the past three years	For OPW FMS 25 Percent of sales are to the government sector. For Wayne Fueling Systems 10 Percent of sales are to government accounts. For OPW Retail Fueling 10 Percent of sales are to government accounts. For Clearview sales to government accounts are less than 5 Percent.
18	What percentage of your sales are to the education sector in the past three years	For OPW FMS, Wayne and OPW Retail Fueling 10 Percent of our sales are to the education sector. Clearview sales to government accounts are less than 5 Percent.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our organization does not hold any of these contracts
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our organization does not hold any of these contracts or arrangements

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
City of 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 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Fort Worth	Government	Texas - TX	Petrovend Fuel Management and Automatic Tank Gauging Hardware and Software Solutions For City's Approximately 35 Fueling Sites	1000 Plus Fueling Transactions Per Day	\$200,000
State of Utah	Government	Utah - UT	Petrovend Fuel Management with Interface to WEX Network for State of Utah with 120 Sites	1500 Plus Fueling Transactions Per Day	\$150,000
Massachussets Department of Transportation	Government	Massachussets - MA	Petrovend Fuel Management for Massachussets DOT's 40 sites	1000 Plus Fueling Transactions Per Day	\$100,000
Dakota County Minnesota	Government	Minnesota - MN	Petrovend Fuel Management for Seven Sites and Automatic Tank Gauging for 11 Sites	300 Transactions Per Day and 24 Hour Monitoring of Tanks at 11 Sites	\$135,000
City of Cleveland Metroparks	Government	Ohio - OH	Petrovend Fuel Management Systems for 21 Sites	500 Transactions Per Day	\$140,000

Table 6: Ability to Sell and Deliver Service

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 *
23	Sales force.	<p>OPW FMS, Wayne Fueling Systems, OPW Retail Fueling and Clearview have 100 Percent sales coverage for the United States and Canada. Our factory sales teams are additionally supported by sales teams that are employed by our Distributor partners.</p> <p>OPW FMS has a sales team that consists of eight direct employees who serve as District Sales Managers who are responsible for sales activities in a multi-state/province region. In addition, OPW FMS has one Manufacturer's Representative company managing sales in one state (Florida).</p> <p>Wayne 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 covering the U.S. 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> <p>Clearview has a team of four Territory Managers covering multi-state/province regions in the U.S. and Canada and are responsible for sales activities in those regions.</p>
24	Dealer network or other distribution methods.	<p>OPW FMS, Wayne and OPW Retail Fueling have a complete network of Distributors who sell, install and service our products for the entirety of the United States and Canada.</p> <p>OPW FMS and OPW Retail Fueling key Distributor partners with multi-state operations include Mascott Equipment (Northwest U.S., Alaska and Hawaii), Shields Harper (California), Northwest Pump (Northwest U.S, Alaska and Hawaii), Eaton Sales and Service (Rocky Mountain Region), JF Petroleum Group (East Coast, Midwest, Texas), Adams Tank & Lift (Florida), Spatco (Southeastern U.S.)</p> <p>Oscar W Larson (Midwest), Wildco PES (New England and Mid-Atlantic), Minnesota Petroleum, Seneca Corporation (Rocky Mountain Region and Midwest), PD McLaren (Canada), Keller Equipment (Western Canada), Ingersoll Petroleum (Canada).</p> <p>Wayne and Clearview's Distribution Network also includes Distributors with multi-state operations including Mascott Equipment (Northwest U.S., Alaska and Hawaii), Shields Harper (California), Eaton Sales and Services (Rocky Mountain Region), Petroleum Marketers Equipment (California, Nevada, Arizona), Spatco (Southeastern U.S), Adams Tank & Lift (Florida), Oscar W Larson (Midwest),Petro Supply (Mid-Atlantic Region), Minnesota Petroleum, Acterra Group (Rocky Mountain Region), Wildco PES (New England and Mid-Atlantic states), Keller Equipment (Western Canada), PD McLaren (Canada), Ingersoll Petroleum (Canada).</p>
25	Service force.	<p>Our companies mainly rely on a network of certified Distributors and Service Companies to 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 and End-Users.</p> <p>OPW FMS, Wayne and Clearview also have remote personnel providing support to our Distributors and Service companies. OPW FMS has one remote support person, Wayne has nine regional service managers and OPW Retail Fueling has two people. Additional factory personnel are also available to provide field support as required.</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our companies all maintain Technical Support/Help Desk support that is available for our Distributors and End-Users. This support is generally utilized for troubleshooting hardware issues with certified Technicians and software issues 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 service sites that are down.</p> <p>OPW FMS and OPW Retail Fueling offer Quick Ship options with Next Day Air Shipments in support of our Distributor commitment to provide excellent customer service in the event sites are down.</p>

27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our companies are able to provide products and services with the support of our Distributor partners in all 50 U.S. states.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our companies are able to provide products and services with the support of our Distributor partners in all Canadian provinces	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our companies are able to provide coverage in all of the United States and Canada	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Our companies will be able to serve all participating Sourcewell entity sectors	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no requirements or restrictions	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our organizations will proactively market a Sourcewell award.</p> <p>The award would be promoted at National, Regional and Local Trade Shows where our companies exhibit. We would also promote the award in meetings with Distributors and potential customers in the government, education and non-profit sectors.</p> <p>In addition, the award would 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 placement on company websites and social media platforms including Facebook, LinkedIn, Instagram and Twitter..</p>	*
33	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, Twitter, Instagram and LinkedIn to market our products and services. If awarded a Sourcewell contract, we would utilize those platforms to promote the contract along with our products and services to the government, education and non-profit membership..	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>While we would appreciate any promotion of a Sourcewell contract award; we believe it is incumbent on our sales and marketing organizations to promote the contract award.</p> <p>Our organizations will integrate promotion of a Sourcewell award into our day-to-day sales activities. It would be promoted at National, Regional and Local Trade Shows where our companies exhibit. We would also promote the award in meetings with Distributors and potential customers in the government, education and non-profit sectors.</p> <p>The award would also have prominent placement in online and print publications where we advertise that cater to government agencies. The award would also be announced and have placement on company websites and social media platforms</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently, our products are not available for purchase through an e-procurement process but are considering future integration of e-procurement systems	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training for OPW FMS, Wayne and Clearview software products is generally provided by the company's training personnel; in some cases this may be provided by certified Distributor trainers. This is included in the cost associated with projects and is normally required.	*
37	Describe any technological advances that your proposed products or services offer.	<p>OPW FMS has introduced our new Cloud-Based software solution for Petrovend Fuel Control Systems in addition to existing PC and Server Based solutions. OPW FMS has also introduced the Automatic Vehicle Identification system which simplifies vehicle installation using wireless technology decreasing installation costs. FMS has also launched an EMV certified solution for accepting Chip Enabled Credit and Fleet Cards.</p> <p>Wayne offers a Fuel Management system that is integrated into the Select Fuel Dispenser; which can eliminate the need for an Fuel Island Terminal and lower installation costs.</p> <p>OPW Retail Fueling has introduced the 14 Series of dripless nozzles which create a cleaner and "greener" fueling experience.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>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 product, 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 three year plan to expand our Environmental, Social and Governance disclosure, metrics, goals and governance oversight. Dover has already met 2020 goals for greenhouse gas reduction and energy consumption reduction.</p> <p>Dover plans to publish indices using the Sustainable Accounting 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>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>OPW FMS certifications for our products include ISO 9001, Underwriters Laboratory (UL), UL Canada, Electronic Testing Labs (ETL), 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 US and Canada, Metlabs for DEF Dispensers, Measurement Canada, Federal Communications Commission.</p> <p>OPW Retail Fueling certifications include ISO 9000, UL US and Canada and California Air Resources Board</p>	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<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 also offers the widest array of Fuel Control solutions from the entry-level PV100 to an EMV compliant system.</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 predominantly in Canada.</p> <p>Wayne offers a complete line of dispensers for fleet and commercial applications; with both mechanical and electronic options. Wayne's integrated iX Fleet system combines a dispenser and fuel management system.</p>
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Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>OPW FMS system purchases include a One Year Parts and Labor Warranty from date of purchase, not to exceed 15 months. Extended warranties are also available for these systems.</p> <p>Wayne products warranty is One Year Parts and Labor from date of installation; not to exceed 18 months from date of factory invoice.</p> <p>OPW Retail Fueling Products standard warranty for products is one year with the exception of Flexworks piping products which carry a ten year warranty. There is no labor warranty on OPW Retail Fueling Products.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Yes; our warranties require installation by certified companies and technicians.</p> <p>There are additional limitations including damage caused by acts of God, natural disasters, abuse/neglect, improper installation, etc.</p>
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>OPW FMS system and Wayne Dispenser purchases cover technicians travels time and mileage for warranty repairs..</p> <p>OPW Retail Fueling purchases do not offer travel and mileage coverage.</p> <p>Clearview is a cloud-based software that does not require technicians to travel to sites.</p>
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>OPW FMS, Wayne and OPW Retail Fueling have complete coverage in the United States and Canada.</p> <p>Sourcewell entities will be provided a list of warranty providers for all of our products.</p>
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Our companies do not cover warranty service for items made by other manufacturers; these would be passed to the original equipment manufacturer.</p>
47	What are your proposed exchange and return programs and policies?	<p>OPW FMS offers upgrade programs for our hardware and software solutions.</p>
48	Describe any service contract options for the items included in your proposal.	<p>OPW FMS does offer extended warranty options for system purchases. There are no service contract options available from the Dover companies.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Payment Terms for OPW FMS, Wayne and OPW Retail are Net 30. Since we sell through Distribution; their payment terms to Sourcewell entities may vary.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	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 and Ascentium Capital.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Orders obtained off the Sourcewell contract for OPW FMS, Wayne and OPW Retail would be assigned a special code Distribution would use when placing Purchase Orders. This allows our companies to track sales and report to Sourcewell on a quarterly basis, Clearview orders would likely be placed directly by the Sourcewell member and also tracked via a special code for reporting purposes.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Our companies do not accept this card for payment; but since our sales are primarily through Distribution some may accept the P-Card	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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 List Pricing model. Discounts may vary across product categories..
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing for OPW FMS, Wayne and OPW Retail is a discount off List Price of 10 Percent for Sourcewell members purchasing products in the United States. Pricing for OPW FMS, Wayne and OPW Retail is a discount off List Price of 10 Percent for members purchasing products in Canada. Clearview pricing would be non-standard and need to be priced per opportunity.
55	Describe any quantity or volume discounts or rebate programs that you offer.	OPW FMS will offer a 12 Percent Discount Off List Price on orders of 10 Systems or more. All of our companies would like the ability to increase our discounts on a per case basis for large opportunities.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	This pricing would need to be quoted per request.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Product installation is not included in our RFP response. Installation is quoted by our Distributor partners on a site-by-site basis. Freight will also be added to most Distributor invoices.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight will be added in most sales by our Distributor partners since we do not sell direct and add freight to Distributor invoices. OPW Retail Fueling does prepay freight for orders exceeding \$7500.00.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Standard shipping policies apply for OPW FMS and OPW Retail; most are made via an LTL carrier or UPS depending on size, weight, etc. Customer Service Departments work with freight forwarders for Canadian shipments and conform with all documentation requirements. For shipments to Alaska or Hawaii, Wayne ships dispensers to a port closest to destination in the lower 48 states.
60	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 by combining shipments and utilizing our buying power as part of Dover Corporation to minimize freight charges.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>Our proposal will include discounted pricing as part of our Sourcwell bid.</p> <p>OPW FMS Systems, Wayne Fleet Fueling Products and OPW Retail Fueling Products will all be offered at 10 Percent off list price. will be offered at 10 Percent off list price.</p> <p>We would like to have the opportunity to offer larger discounts for big projects.</p>

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>All Sourcwell orders for OPW FMS, Wayne and OPW Retail will be placed by our Distributor partners who then sell to Sourcwell members.</p> <p>Sourcwell orders will be audited internally to ensure Distribution receives the correct pricing and we will also contact membership to ensure they were invoiced at the contracted pricing.</p> <p>All Sourcwell orders will receive a "Coupon Code" for internal tracking, ensuring accurate tracking of sales and administrative fee to be paid to Sourcwell.</p>
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The proposed fee is two percent of sales under the Sourcwell contract.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>As part of Dover Fueling Solutions proposal we are offering products from OPW Fuel Management Systems, Wayne Fueling Systems, Clearview and OPW Retail Fueling.</p> <p>OPW FMS products include the Petrovend line of Fuel Control hardware and software and the OPW suite of Automatic Tank Gauging solutions.</p> <p>Wayne Fueling offers a complete line of fleet/commercial fueling dispensers and the integrated iX Fleet Fuel Management System.</p> <p>Clearview provides industry leading wetstock management cloud solution that includes modules for environmental compliance, alarm management, flow rate analysis, reconciliation and other additional features.</p> <p>OPW Retail Fueling offers a complete line of above ground and below ground fuel site products. Above Ground products include Nozzles, Swivels, Breakaways and storage tank hardware. Below Ground solutions include piping, sumps and containment to protect against fuel products contaminating the environment.</p>
65	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 Underground Fuel and Fuel Storage</p>

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

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

Line Item	Category or Type	Offered *	Comments
66	Aboveground fuel and fluid storage tanks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our bid includes offerings for OPW AST Hardware, OPW FMS's Petrovend Fuel Control Systems Electronic Tank Gauging and Clearview Wetstock Management Software
67	Fuel and fluid hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>OPW FMS offers the line of Petrovend Fuel Control equipment and Automatic Tank Gauging Products.</p> <p>Wayne offers commercial fleet dispensers and iX Fleet Integrated Fuel Management.</p> <p>OPW Retail offers a full line of dispensing equipment including nozzles, swivels and breakaways. A full-line of underground containment products are offered including piping and sumps.</p>
68	Fuel and fluid management software	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our offerings include Petrovend Fuel Management Systems, Wayne iX Fleet Dispensers and Clearview Wetstock management.</p> <p>Within these offerings there are PC-Based, Server Based and Cloud Based Solutions</p>
69	Installation, testing, maintenance or repair services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Most of these functions are handled by our Distributor and Service Network.</p> <p>To support this network each company has Technical Support/Help Desk available to assist Distributors or End-Users.</p>

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Utilizing coupon codes and other internal metrics our companies will track sales to Sourcwell members to measure contract sales and growth in the government, education and non-profit sectors.
71	Describe the security systems in place for protecting and controlling access to your solutions.	OPW FMS and Wayne solutions for fuel management systems and dispensers includes locks to prevent unauthorized access to key hardware and communications components. OPW FMS, Wayne and Clearview software products require unique user names and passwords to access software products..
72	Describe how you will secure any participating entities' data captured during transactions.	OPW FMS and Wayne systems mainly utilize PC and Server-Based software solutions installed on customer's PCs or Servers . Our companies do not capture data during a fueling transaction; this is maintained at the site level. If a customer chooses an OPW FMS solution that communicates with a Bank Card or Fleet Card network; our FSC 3000 is PCI certified and we also offer an EMV Solution for further protection of cardholder data.
73	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	OPW FMS Automatic Tank Gauges provide environmental compliance for USTs and inventory solutions for ASTs and USTs. These solutions also offer configurable temperature compensation to more accurately reflect inventory and delivery information. The OPW FMS Automatic Vehicle Identification system uses RFID/Wireless technology to allow fueling without a driver interacting with a Fuel Island Terminal and can capture vehicle mileage and engine hours automatically. OPW Retail Fueling offers a wide range of hanging hardware options; including hi-flow products to shorten fueling times for vehicles and equipment.
74	Describe how you work with participating entities to ensure environmental best practices are followed.	As it relates to environmental practices all of our companies work to create hardware and software solutions that protect the environment. OPW FMS offers a line of Automatic Tank Gauging products that can detect leaks in tanks, fuel piping and under dispensers thus preventing major environmental releases. OPW Retail Fueling manufactures above ground and below ground products that stop environmental releases including utilizing double-wall piping and containment solutions.
75	Describe how your organization meets all relevant environmental regulations.	As part of Dover Corporation our companies are part of Dover's commitment to protecting our environment and sustainability. As it relates to our products and process, Dover is committed to innovation for sustainable products. In our operations we are committed to reducing energy consumption and emissions, limiting waste and complete environmental compliance. Dover companies are also committed to partnering with environmentally responsible companies as suppliers. In early 2020 Dover began implementing a three year plan to expand our Environmental, Social and Governance disclosure, metrics, goals and governance oversight. Dover has already met 2020 goals for greenhouse gas reduction and energy consumption reduction. Dover plans to publish indices using the Sustainable Accounting 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. Our companies adhere to all federal, state and local environmental regulations and participate in recycling programs.
76	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	None

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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

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

- [Financial Strength and Stability](#) - Dover Corporation - 2019 Financials.pdf - Tuesday September 22, 2020 08:51:50
- [Marketing Plan/Samples](#) - Sourcewell - Marketing Documents.zip - Tuesday September 29, 2020 10:08:53
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Sourcewell- Terms and Conditions - Warranty Information.zip - Tuesday September 29, 2020 13:38:28
- [Pricing](#) - Sourcewell - OPW FMS - Wayne - OPW Retail Pricing.zip - Tuesday September 29, 2020 10:15:00
- [Additional Document](#) - OPW Retail Fueling - Star Award.pdf - Tuesday September 29, 2020 13:42:27

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Robert Hayes, Domestic Sales Manager - U.S. and Canada, Dover Fueling Solutions

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

Yes No

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

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

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