

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

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Computrol Fuel Systems Inc., 8537 Commerce Court, Burnaby, BC V5A 4N4 Canada (Supplier).

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

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

**Article 1:  
General Terms**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Article 2: Sourcewell and Supplier Obligations**

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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



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

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

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

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

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
  - e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

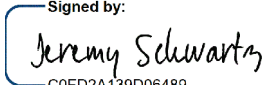
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

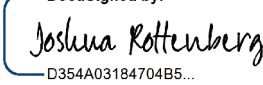
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

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

Sourcewell

Computrol Fuel Systems Inc.

Signed by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 11/18/2024 | 3:30 PM CST

DocuSigned by:  
  
By: D354A03184704B5...  
Joshua Rottenberg  
Title: President  
Date: 11/18/2024 | 1:12 PM PST

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

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## Vendor Details

Company Name: Computrol Fuel Systems Inc.  
Does your company conduct business under any other name? If yes, please state: Computrol Systems  
Address: 8537 Commerce Court  
Burnaby, BC V5A 4N4  
Contact: Sunny Sandhu  
Email: ssandhu@computrolsystems.com  
Phone: 604-210-2007  
HST#: GST# / HST#: 85217 2246

## Submission Details

Created On: Wednesday July 24, 2024 18:07:16  
Submitted On: Thursday August 15, 2024 15:20:57  
Submitted By: Sunny Sandhu  
Email: ssandhu@computrolsystems.com  
Transaction #: 8e5a119d-3285-47bb-868e-189c6845251f  
Submitter's IP Address: 184.67.103.94

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**Specifications**

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

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

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

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Computrol Fuel Systems Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	DBA is Computrol Systems. There are no subsidiary entities to be included in this proposal.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	We currently do not have a CAGE code or Unique Entity Identifier (SAM). We can start the process of obtaining a Unique Entity Identifier (SAM) if required.
5	Provide your NAICS code applicable to Solutions proposed.	424710
6	Proposer Physical Address:	8537 Commerce Court Burnaby, BC V5A 4N4 Canada
7	Proposer website address (or addresses):	<a href="https://computrolsystems.com/">https://computrolsystems.com/</a>
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Joshua Rottenberg President 8537 Commerce Court, Burnaby, BC, V5A 4N4, Canada jrottenberg@computrolsystems.com 1-619-732-1580
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Sunny Sandhu Director of Sales 8537 Commerce Court, Burnaby, BC, V5A 4N4, Canada ssandhu@computrolsystems.com 1-619-732-1956
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Computrol Systems is a fluid management system manufacturer, primarily operating in the fuel and water industries. We have a long history in fluid management, developing our first solution for fuel in 1981; our origins were as a subsidiary of a large transportation company formed to resolve their fuel management issues. Over the years, we have sold, manufactured and shipped close to 10,000 fuel management systems. Our robust hardware terminals and well-thought-out management software help our end users secure, manage, and control their fuels, additives, water, and other fluids. We are pleased to say that all our hardware and software are designed in-house, without relying on any external third parties. All our products are inspected to UL and CSA standards and made in North America.</p> <p>Our end-users include, but are not limited to, the following industries: Government and Utilities, Construction, Natural Resources, Fuel Resellers and Transportation. Within these industries, our solutions assist with:</p> <ul style="list-style-type: none"> <li>• Fleet &amp; Equipment Fueling Operations</li> <li>• Fuel Distribution Management</li> <li>• Maintenance &amp; Fleet Vehicle Management</li> </ul> <p>Computrol operates according to three core values; Act with Principle, Find a Way and Got your Back. These three values permeate our internal and external activities, and we are proud to be known in the industry for the support that we provide our partners and end-users both pre- and post-sales. We understand that end-user satisfaction is paramount, and all our products and services are offered with this in mind. This is inline with our company theme: We don't sell products; we sell customer satisfaction.</p> <p>Computrol's core business is "We empower people to better manage their fuel and water – for a healthier business and a healthier planet". Not only do we focus on ensuring that our solutions make our customers lives easier and better, we also ensure that our products and solutions have a positive impact on the environment.</p>
12	What are your company's expectations in the event of an award?	<p>We expect that we, either directly or in conjunction with our partner network, will be available to provide fuel management systems of appropriate specifications and configurations to Sourcewell's Members.</p> <p>While we understand that the marketing required to promote our products to Members will primarily be Computrol's responsibility, we would also expect that Members would be notified of the contract award as well as Computrol's product and service offering by Sourcewell.</p> <p>We also expect that Computrol will be given the opportunity to contribute to newsletters and advertise webinars through the appropriate Sourcewell media.</p>
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION	<p>Computrol has never needed to draw on its \$500,000 line of credit since new ownership in October 2014. In other words, Computrol is managing its cash flow out of its current operations.</p> <p>We have attached a letter from our bank, Royal Bank of Canada (RBC), confirming our financial strength and stability.</p> <p>In 2020, in the midst of the COVID-19 pandemic, Computrol retained all its employees, not needing to release anyone or reduce hours. Even though Computrol availed of Canadian federal government wage subsidy assistance programs, Computrol had a positive net income even without any government assistance.</p> <p>Computrol's 2024 revenue is on track to exceed the pre-pandemic numbers of 2019, demonstrating not only a return to normal business, but also continued growth.</p> <p>Computrol's cash runway currently stands at 5 months assuming \$0 revenue coming in.</p> <p>Additional information can be provided upon further request.</p>
14	What is your US market share for the solutions that you are proposing?	There are no surveys about market share of our industry. Having said that, we would estimate between 3-5%.
15	What is your Canadian market share for the solutions that you are proposing?	There are no surveys about market share of our industry. Having said that, we would estimate between 30-50%.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A. Computrol does not have any current or completed bankruptcy proceedings.

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Computrol is a system manufacturer. We have sales team members that cover regions in Canada and the US. The sales team members work with both our partners/dealers and the end-users to determine the best solution for a given application. We also employ a Support team whose mission is to provide remote support and services to our end-users when required.</p> <p>Our primary business model is to sell through pre-defined channel partners and dealers who add value to our systems in providing turnkey solutions to end-users. The vast majority of our partners and dealers have been in business for longer than 30 years, with our relationships stretching back to the early 2000's in most cases. Depending on the services required by the Member, our partners and dealers can provide just the Computrol system, the associated equipment such as tanks and dispenser(s), the installation services or a combination of all three.</p> <p>In situations where a partner/dealer is not required or unavailable, Computrol can provide our solutions directly to the Member. In cases such as this, Computrol would work with a local electrician or installer, hired by the Member, to ensure that the solution is installed and commissioned correctly.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Computrol does not hold any licenses or certifications for fuel applications as they are not required. However, our partners and dealers have team members that are certified and qualified in relevant areas such as electrical installations. In cases where the Member hires a company to do the installation for them, separate to their agreement with Computrol, they will be expected to be qualified electricians, holding the necessary certifications to work in that state.</p> <p>Furthermore, our systems are CSA certified and are put through rigorous dielectric tests to ensure they are safe to be used in Member environments.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>N/A. Computrol does not have any current or past debarments or suspensions.</p>	*
20	<p>Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.</p>	<p>N/A. Computrol does not have any regulatory infractions or sanctions against our products or completed projects within the past 5 years.</p>	
21	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>None.</p>	*
22	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>60%</p>	*
23	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>5%</p>	*
24	<p>List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?</p>	<p>We hold contract # RMA-2020-006-CMP with Canoe (for Waterworks Equipment with Related Accessories and Services). This is for providing the same solutions we are proposing in this RFP, but for bulk water dispensing and septage receiving. Our contract was originally with RMA (Rural Municipalities of Alberta). The Canoe Procurement Group of Canada is a division of the RMA.</p> <p>Annual sales volume over the past three years:                  Year 2021: \$51,000 CAD                  Year 2022: \$192,000 CAD                  Year 2023: \$105,000 CAD                  Year 2024 YTD: \$92,000 CAD</p>	*
25	<p>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?</p>	<p>Computrol itself does not hold any such agreements. However, some partners and dealers hold such agreements with some large municipalities or provincial authorities in Eastern Canada.</p>	*

**Table 2A: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Haldimand County (Sourcewell Account Number: LAS1429)	Stephen DiPaolo	905-318-5932 x6263	*
Regional Municipality of Wood Buffalo (Sourcewell Account Number: LAS1195)	Shannon Molyneux	780-762-3626	*
Cape Breton Regional Municipality (Sourcewell Account Number: NS1027)	Bernie Somerton	902-565-4706	*
State University of New York at Binghamton (Sourcewell Account Number: 524)	Jonathan Reynolds	607-222-3476	
Northwestern Water and Sewer District (Sourcewell Account Number: 39827)	Erik Blake	419-354-9090 x176	

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

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

Line Item	Question	Response *	
27	Sales force.	<p>Computrol employs two full time staff members that are responsible for Simcom and Fleet sales. They are experienced in fuel applications and would work with the Members and additional stakeholders as appropriate to determine the ideal specifications of our systems to meet their individual requirements. The Director of Sales holds a degree in Mechatronic Systems Engineering and has over 12 years of technical sales experience selling engineered solutions. The Account Manager has over 11 years of technical sales experience in selling complex hardware and software solutions.</p> <p>Computrol also employs two part time staff members (equivalent to one full time employee) that are responsible for supporting Computrol's marketing activities. All sales and marketing team members are based in Computrol's facility in Burnaby, British Columbia.</p> <p>Computrol's Support department is responsible for Customer Success and onboarding, along with part sales and ongoing support. If a Member has an issue that needs to be addressed or requires parts, our Support department are available to help.</p>	*
28	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Computrol also has a network of dealers and partners (over 30) across Canada and the US that serve their respective geographic markets in the fuel management system vertical. These partners help in selling, installing and commissioning our product line.</p> <p>In past instances where a partner has not been geographically available, we have sold direct to the end user with a great degree of success. In these cases, the end-user is responsible for contracting a local electrical technician with the appropriate certifications to install our solution. Computrol team members are always available to answer any questions over the phone and can provide all relevant wiring diagrams, testing procedures, manuals, etc. to ensure the installation goes well.</p> <p>As an example, our largest channel partner which serves Canada nationally is National Energy Equipment. They are very familiar with Sourcewell and have 18 branch locations across Canada.</p>	*
29	Service force.	<p>While Computrol does not offer any on-site service, we do have a fully staffed Support Department that work with end-users, partners, dealers, technicians and electricians on any questions or issues related to Computrol equipment.</p> <p>Additionally, we have a large network of partners that provide fuel cardlock installation and maintenance services to end-users across Canada and in the US.</p>	*

30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Members will contact Computrol if they are interested in any of our products or services. Computrol will then work with the Member and our relevant partner or dealer to ensure the Computrol system and related equipment or services that our partners may provide meet the Member's requirements. The Members will place orders for our systems via our partners or dealers, who will in turn place orders for the required products and services with Computrol. Products will be shipped to the partners or dealers who will then organize implementation and installation with the Members.</p> <p>In situations where a Computrol partner is not available or not suitable for a particular Member application, the Member can deal directly with Computrol in terms of ordering and specifications.</p>	*
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our Support team consists of four representatives that have a combined 60 years experience in the industry. They are available by phone or email between the hours of 6am – 4:30pm PST Monday to Friday. We commit to a response time of 4 hours from receipt of communication within these normal business hours. If support is required outside of these hours, individual arrangements are made with each Member, however emails and voicemails are monitored on a proactive basis and any emergencies can be dealt with immediately.</p> <p>In situations where spare parts are required, our specified lead time is 3-5 business days from receipt of order, with the average closer to 1-2 business days. We also offer a rush order program where parts can be shipped within 24 hours of receipt of order.</p> <p>As part of the Simcom annual software subscription we offer 6 hours of remote support. If a Member runs an on-premise Fleet unit, they have the option to purchase an annual support agreement that gives them 6 hours of remote support in addition to free software upgrades.</p> <p>Computrol's Support Department also uses various industry leading softwares to log and track support tickets and offer virtual assistance where required. This ensures prompt responses and accurate tracking for analysis that can further improve our support program.</p> <p>We also have a customer portal for end-users and partners to view their support tickets.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	<p>We are thrilled at the opportunity to take part in this program. In April 2021, we were successfully awarded Contract RMA-2020-006-CMP by Canoe Procurement Group of Canada. This is for providing water management systems, which are near identical to our fuel management systems. In April 2024, an agreement was made to amend the Agreement to extend the term by two years, to April 11, 2026. We highly value our participation in this Canoe program, which should highlight our ability and willingness to provide our products and services to similar Sourcwell participating entities. Computrol has a long history of providing our solutions to entities and organizations across North America that would meet the requirements of being a Sourcwell participating entity.</p>	*
33	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Please see our response to Line Item 32 above.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A. We can fully serve all geographic areas of Canada and the United States.	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	N/A.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
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<p>38</p>	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>This opportunity, if awarded, would be integrated into our Channel Partner and Dealer Network, as well as onto our website and other social media and digital marketing. We would promote this opportunity in appropriate industry magazines, newsletters, social media, etc.; similar to our approach in promoting new product launches.</p> <p>Our marketing strategy would include the following:</p> <ol style="list-style-type: none"> <li>1. Provide detailed training to our internal sales team on Sourcewell, the Sourcewell-awarded contract, the benefits of being a Sourcewell Approved Supplier, the benefits to a Sourcewell Member for purchasing from a Sourcewell Approved Supplier. Training would also include how to promote, identify, present, price, propose, and follow up on Sourcewell opportunities.</li> <li>2. Provide our Channel Partner and Dealer Network with training on the topics noted in item one above</li> <li>3. Our marketing team would create marketing collateral specific to the Sourcewell contract, including, but not limited to:             <ul style="list-style-type: none"> <li>o Social media posts</li> <li>o Sales slide deck</li> <li>o Training slide deck</li> <li>o Brochures</li> <li>o Website page</li> <li>o Press release for appropriate industry magazines and newsletters</li> <li>o Email campaigns</li> </ul> </li> <li>4. Outreach:             <ul style="list-style-type: none"> <li>o We would review the Sourcewell Member list for both US and Canada to find existing end users we are already working with. This would be our first round of outreach, to discuss upgrade and expansion opportunities.</li> <li>o Next, we would use our third party Sales Intelligence tools for the following:                 <ul style="list-style-type: none"> <li>Find contact information (emails and phone numbers) for appropriate stakeholders within the respective Sourcewell Member. Our third party Sales Intelligence tool includes a database of over 275 million contacts, with advanced filtering for sorting and finding verified contact information.</li> <li>Build a multi-step (emails and phone calls) outreach sequence, with the help of AI, to allow for mass customized outreach, with the goal of either booking a meeting or obtaining a referral.</li> </ul> </li> <li>o In addition to providing appropriate training to our Channel Partner and Dealer Network, we will work with them to leverage their end-user relationships to maximize the number of sales leads generated pertaining to this initiative.</li> </ul> </li> </ol> <p>Product and Support services brochures have been uploaded in the Documents tab of this submission, in the Marketing Plans/Samples section.</p>
<p>39</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>In addition to our use of technology and digital data referenced in our response to line item 38 above, we will use our Sales Intelligence tools to enhance marketing effectiveness as follows:</p> <ol style="list-style-type: none"> <li>1. Track the following metrics on our email and call sequences:             <ol style="list-style-type: none"> <li>a. Email delivery rates</li> <li>b. Email open rates</li> <li>c. Link click rates</li> <li>d. Meetings booked rates</li> <li>e. Number of Sourcewell deals created in our funnel</li> <li>f. Deal source</li> <li>g. Deal won rates</li> </ol> </li> </ol> <p>We will track these metrics using technology, in conjunction with A/B testing and will iterate on our sales and marketing approach to enhance effectiveness, win rates, and minimize sales cycles.</p> <p>We will also implement targeted Google ads as appropriate.</p>

40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>While we understand that the marketing required to promote our products to Members will primarily be Computrol's responsibility, we would also expect that Members would be notified of the contract award as well as Computrol's product and service offering by Sourcewell.</p> <p>We also expect that Computrol will be given the opportunity to contribute to newsletters and advertise webinars through the appropriate Sourcewell media.</p> <p>Regarding integrating a Sourcewell-awarded contract into our sales process, in addition to the dedicated sales training and outreach noted in our response to line item 38 above, our sales team would be trained to verify every single net new deal, and to flag it in our CRM as "Sourcewell" if appropriate.</p> <p>Once identified as a "Sourcewell" opportunity, our sales team would promote, present, price, and propose the opportunity using the specific Computrol/Sourcewell-awarded contract marketing collateral created by our marketing team.</p>
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Computrol's products and services are not currently available through an e-procurement process. This is primarily because each system is individually configurable. Existing site conditions and customer requirements determine the level of configuration and options required for each system and project. We do however offer various ways to increase the efficiency of the ordering process such as auto-quote tools and RFQ forms. These tools make the ordering process easier for end-users and partners alike.</p> <p>We would like to note that we are working on e-procurement for certain parts as a first step towards an e-procurement ordering process.</p>

**Table 5: Value-Added Attributes (100 Points)**

Line Item	Question	Response *
42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Computrol offers product and operator training to Members for both our Simcom and Fleet solutions as standard (at no extra cost) with the purchase of the respective solutions. This training is carried out virtually by members of our Support Department. As part of the 6 hours remote support offered per year in the Simcom subscription fees and ProFuel 2 Support Agreement fees, Members can avail of our services at any point by calling for assistance, scheduling further training, etc.</p> <p>Additionally, we also offer more in-depth installation, commissioning and maintenance training, called Technician Training. This Technician Training is available virtually and in person. There is a cost for this training, which is noted below:</p> <p>Technician Training:</p> <ul style="list-style-type: none"> <li>• In person: \$550 USD for the first person, \$315 USD per person for additional trainees within the same organization.</li> <li>• Virtual training: \$435 USD for the first person, \$250 USD per person for additional trainees within the same organization.</li> <li>• Trainees are permitted to reattend our technician training virtually for free.</li> </ul> <p>This pricing for Technician Training is current pricing and is not part of our Sourcewell pricing offer.</p> <p>All the training options noted above are provided by our Support and/or Product Development Department and will be offered to Sourcewell participating entities.</p> <p>Additionally, we offer our Knowledge Base articles to all partners and end-users as a self-training/learning option. Our Knowledge Base includes product manuals that include all the necessary information required to maintain or service our systems.</p> <p>Our Support Department is also available via phone or email should any further assistance be required.</p>
43	Describe any technological advances that your proposed Solutions offer.	<p>Our Simcom product has a number of technological features that our competitors do not, such as; A full 7", color LCD screen for easy viewing and custom messaging (via customizable scripts), an anodized aluminum alphanumeric keypad for rugged conditions, integration with most pumps/dispensers and pulsers on the market, cloud-based fuel management, and a customer portal.</p> <p>The custom messaging capabilities will allow the Member to have a fully individualized user experience.</p> <p>Our cloud-based fuel management software also comes equipped with API functionality which allows for data integration with back-end systems.</p> <p>Data security – please refer to our response to Line Item 48 below.</p>

44	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>At the request of one of our end-users, we developed custom reports that calculated the related emissions and values that were required for Municipalities to report their carbon emissions to the Government.</p> <p>Computrol's core business is defined as "We empower people to better manage fuel and water - for a healthier business and a healthier planet". This demonstrates that the environment is front and center in our thought process and permeates everything that we do.</p>
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Computrol has a number of unique attributes that set us apart from the competition.</p> <p>Our standout attribute is the level of support and assistance we offer to both our dealers and end-users. As noted in our company values, Computrol has your back, and we will go above and beyond to ensure that we find a way to make you a satisfied customer.</p> <p>Not only is our support an industry leader, but we also have a flexibility that allows us to pivot and modify our products and/or services based on a Members needs. Above all else, customer satisfaction is our number one priority and whatever is within our power to achieve this we will do.</p> <p>One of our company mantras is to ensure we offer an “Ease of Everything” experience to whomever deals with use. That includes dealers who purchase our systems for their customers, end-users who use our solutions to provide essential services to their community, and technicians who maintain and service our equipment. This is not a standard outlook in the industry and is something we pride ourselves on.</p> <p>In terms of our products and solutions, there are many attributes that offer unique value to our customers. Simcom offers a customer portal for Member's customers to login and view and manage their own account. This saves the Member money on administrative costs that would otherwise be spent on managing customer accounts.</p> <p>Both our Fleet and Simcom solutions have the added benefit of being compatible with retrofit projects. In 50% of fuel system installations, the Member would already have the piping, pumps, pulsers, tanks, dispensers, etc. installed and therefore require only the hardware interface and management software to complete the solution. Unlike our competitors, Computrol can offer a solution that would work perfectly in these instances. We are product agnostic when it comes to these components. Other offerings in the market are full scale, drop-in containers or kiosks that come with this extra equipment that is often unnecessary. This of course saves the Member thousands of dollars as they do not have to replace functional equipment just to improve their service.</p> <p>We take pride in our longevity and focus. We have been around since 1981 and while there are older and larger companies, fluid management is all we do; this allows us to be thorough in our unique attributes noted above.</p>
47	Describe the security system in place for protecting and controlling access to your solutions.	<p>Our terminals are essentially the security system in place which protects and controls access to the fuel(s)/related liquids (oils, lubes, fluids), by means of code entry via keypad and/or scanning a RFID fob/card. Our robust terminals are built to last, manufactured using welded steel. The internal components are secured by two tubular locks. Additional security related details are provided in our response to Line Item 48 below.</p>

<p>48</p>	<p>Describe how you will secure any participating entities' data captured during transactions.</p>	<p><b>Data Security</b>                  The Simcom system utilizes standard security and encryption methods to protect against unauthorized access to data that is being transmitted between system components and kept in the system databases. The system software, servers and each individual terminal are also protected through the following methods.</p> <ol style="list-style-type: none"> <li>1. The system implements secure IP and port forwarding restrictions for terminal and platform communications. These are implemented on both the End-Users and the hosted service firewall. One firewall is implemented at each end, the hosted service end and the end user's end.</li> <li>2. The servers and applications are monitored by our professional hosting company using sophisticated software with unusual activity detected and blocked. Symantec cyber security is installed on the servers with AV (anti-virus) and IPS (Intrusion Prevention System) installed on the firewall.</li> <li>3. The systems communications are protected by TLS 1.2. encryption protocols and security certificates. We are currently working on moving to TLS 1.3 encryption, which is expected to be completed by the end of 2024.</li> <li>4. The SQL databases on both the servers and the terminals are protected by 256-bit encryption.</li> <li>5. Administrative user access to the Simcom servers via web browser is protected by secure two-factor authentication (optional) logins, access rights and permissions.</li> </ol> <p>Security procedures for the hosted data center are detailed below.</p> <ol style="list-style-type: none"> <li>1. The hosted service security is based on multi-layer security appliances that consist of hardware, software, anti-virus, and intrusion prevention systems.</li> <li>2. Simcom applications and databases are hosted in a multi-tenant environment with redundancy at every storage, security, and network layer.</li> <li>3. The hosted service has two levels of backups for each Simcom server: Our hosting company's retention period is fourteen days in Vancouver and three days in Toronto (co-location). Computrol retention period is currently 6 months. This can be replicated in the US as appropriate.</li> <li>4. The hosted services data center provides 24/7 security with a two-stage fire suppression system, climate control, full video surveillance, UPS and diesel power backups, key scan controls and redundant internet services.</li> <li>5. The hosted service is based at a data center that is SSAE16 SOC1 compliant.</li> </ol> <p><b>Terminal Security</b></p> <ul style="list-style-type: none"> <li>• Physically secured with tubular lock enclosure</li> <li>• Encrypted databases</li> <li>• Secure IP &amp; port forwarding restrictions</li> <li>• Certificates</li> </ul> <p><b>Platform Security</b></p> <ul style="list-style-type: none"> <li>• Firewall</li> <li>• Backups</li> <li>• Encrypted databases</li> <li>• Secure IP &amp; port forwarding restrictions</li> <li>• Certificates</li> </ul> <p><b>Platform Access Security</b></p> <ul style="list-style-type: none"> <li>• Secure Login (optional 2FA)</li> <li>• User Access Permissions</li> <li>• Certificates</li> </ul>
<p>49</p>	<p>Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.</p>	<p>Our fuel management systems significantly improve the efficiency of fuel and fluid storage and dispensing in several ways:</p> <ol style="list-style-type: none"> <li>1. <b>Monitoring and Control:</b> Our systems track fuel consumption, manage inventory, and control dispensing. This helps in preventing fuel theft and unauthorized access.</li> <li>2. <b>Data Collection and Reporting:</b> Our systems collect data on fuel usage during transactions and provide detailed reports. This information can be used to optimize fuel usage and improve fleet operations.</li> <li>3. <b>Automation:</b> By automating the fuel dispensing process, our systems save time and reduce labor costs.</li> <li>4. <b>Real-Time Insights:</b> Our advanced systems provide real-time data and centralized fuel administration, facilitating better decision-making.</li> <li>5. <b>Cost Reduction:</b> By minimizing fuel wastage and improving fuel efficiency, our systems help in reducing operational costs.</li> <li>6. <b>Enhanced Safety and Security:</b> Controlling fuel dispensing helps prevent accidents and ensures that fuel is only accessed by authorized personnel.</li> </ol> <p>Overall, our systems support better financial performance, environmental responsibility, and operational effectiveness.</p>



50	Describe how you work with participating entities to ensure all relevant environmental regulations and environmental best practices are followed.	We collaborate with our end-users and partners in several ways to assist in ensuring compliance with relevant environmental regulations and best practices: 1. Training: we provide comprehensive training and best practices for customers on how to use our fuel management systems effectively, while keeping the customer's environmental compliance regulations in mind. 2. Customized solutions: we offer tailored data collection and data export solutions to meet specific regulatory requirements of different regions and industries. 3. Reporting: our solutions are used to generate automated detailed reports on fuel usage and emissions. These reports can help our customers stay compliant with environmental standards and identify areas for improvement. 4. Technology integration: Our API allows our fuel management system to integrate with other relevant systems to provide comprehensive data on fuel usage and environmental impact.
51	Describe your capabilities and processes for design, site assessment, site preparation, installation, and SPCC planning. (Spill, Prevention, Control, Containment)	Our proposed scope simply pertains to the supply of the fuel management system. We will assist in specifying the required equipment (hardware terminal and fuel management software) in the design phase, as well as the provide remote operator training and documentation on installing the fuel management system. We are also capable of providing guidance for the site assessment and preparation requirements regarding the fuel management system. In relation to SPCC, during the onboarding phase, we work with our dealers and customers to customize the terminal prompts and data entry workflow to match the customers desired fuel dispensing workflow. This includes customizing the safety thresholds/limits. The setting of these thresholds/limits, in conjunction with our typical error checking will assist in the SPCC planning.
52	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	N/A - none.

**Table 5A: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
53	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Computrol is classified as a small business by the Canada Revenue Agency (CRA), however we have no document that proves this, other than our tax returns.
54		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
55		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
56		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
57		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
58		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
59		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Computrol is classified as a small business by the Canada Revenue Agency (CRA), however we have no document that proves this, other than our tax returns.
60		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
61		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

**Table 6: Pricing (400 Points)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
62	Describe your payment terms and accepted payment methods.	<p>Our standard payment terms are net 30 days. Our accepted payment methods are:</p> <ol style="list-style-type: none"> <li>1. Check</li> <li>2. EFT</li> <li>3. Credit card - Payments up to \$2,000 can be charged on a Visa or Mastercard credit card. Payments above \$2,000 can also be charged to a credit card, and we will apply a 3% surcharge.</li> </ol>
63	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Computrol has offered leasing in the past, although there was little interest from the market. However, we are willing and able to offer leasing in the future for those Members that are interested and qualify.</p> <p>It is important to note that although some of our software is purchased with a perpetual license, other software is purchased as a subscription, which lowers capital expenditures and can be logged as an operating expense.</p>
64	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>A Service Level Agreement (SLA) for our hosted cloud-based solution that is used to detail the ongoing expectations for both the Member and Computrol is provided to the Member.</p> <p>In the case that our Simcom software requires an on-premise installation, we have an appropriate SLA.</p> <p>We also have a ProFuel 2 Support Agreement (PSA) for our ProFuel 2 software.</p> <p>A site survey document for our hosted product is also required to ensure a smooth implementation process. This is generally completed by the Member, a Computrol partner or dealer, or a local technician.</p> <p>In cases where our products or services are sold direct, we have quotations and invoices that are sent to the Member.</p> <p>Samples of the following have been uploaded in the Documents tab of this submission, in the Standard Transaction Document Samples section:</p> <ul style="list-style-type: none"> <li>• Simcom Subscription Hosted Service Level Agreement</li> <li>• Simcom On-Premise Service Level Agreement</li> <li>• Simcom Site Survey Questionnaire</li> <li>• ProFuel 2 End User License Agreement</li> <li>• ProFuel 2 Support Agreement</li> <li>• Computrol Statement of Warranty</li> <li>• Sample Quotes</li> <li>• Sample Invoices</li> <li>• Sample Order Confirmation</li> <li>• Sample Certificate of Insurance with Sourcewell named as the Certificate Holder</li> </ul> <p>We would like to highlight here that we offer remote Support in lieu of "boots on the ground" Service. The latter is performed by our extended network of contractors and installers, or by the Members themselves, either via their preferred contractors, or by their internal technical staff.</p>
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Computrol does not support the P-card program.
66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Computrol is offering a 15% discount off MSRP for all products and services specified in the attached price list.

67	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Computrol is offering a 15% discount off MSRP for all products and services specified in the attached price list.	*
68	Describe any quantity or volume discounts or rebate programs that you offer.	On an exceptional basis, Computrol offers volume discounts in the form of credit. These discounts are offered after a threshold is met.	*
69	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For non-standard items, we will actively attempt to source them within our existing supplier network. If they exist and can be sourced by Computrol, we will come to an agreed upon price with the Member before proceeding.	*
70	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>The actual installation of our products, in addition to any other equipment required (pumps, pulsers, tanks, dispensers, etc.) would be quoted by our partners or dealers, or organized by the Member themselves with a local electrician or contractor. Another additional cost of acquisition would be the time required from the Members team to implement one of our solutions. This differs depending on the product required, but Computrol have structured our products and services to minimize this effort when compared to our competitor products.</p> <p>We take pride in our thorough and structured Onboarding Program, which is aligned with one of our key differentiators: Ease of Everything. This Onboarding Program is designed to maximize efficiency and optimize communication during solution onboarding. We leverage Zoho Projects, as our professional Project Management software, which all involved stakeholders (including Members and contractors) would have access to. We use the RACI (Responsible, Accountable, Consulted, and Informed) responsibility assignment matrix for assigning ownership appropriately for each person involved in the respective project. This ensures smooth and timely project delivery.</p> <p>A summary of our Onboarding Program Playbook has been uploaded in the Documents tab of this submission, in the Upload Additional Document section.</p> <p>If the cellular modem option is selected for communication for either the Simcom or Fleet solution, the Member can either purchase the SIM card and data plan from Computrol, or purchase a SIM card and data plan from their preferred carrier.</p> <p>For the instance that the SIM card and data plan is purchased directly by the Member from their preferred carrier, the requirements are as follows:</p> <ol style="list-style-type: none"> <li>1. Modem SIM Size: The SIM card form factor used is 3FF, which is also known as Micro SIM.</li> <li>2. Static IP address: Ensure the service provider allocates a publicly accessible STATIC IP address to the SIM card.</li> <li>3. Client/Server: SIM and its associated account must be configured to allow the device to operate both as a client and as a server (two-way traffic)</li> <li>4. Minimum 1 GB of data plan: The associated SIM account should have at least 1 GB of data and overage charges applied if the data limit is exceeded.</li> <li>5. Require APN (Access Point Name): APN settings are necessary for the device to connect to the network. Ensure the correct APN settings are provided by the Provider.</li> <li>6. Activate the SIM Card: Before installing the SIM card, it must be activated. Usually involves the SIM card's unique identifier (ICCID) linked with the account and services.</li> </ol>	*

71	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Computrol has two options for shipping the required equipment to the Sourcewell Member. One option is the Member provides us with their preferred courier account number, and we book the shipment and organize collection from our facility in BC, Canada. The second option is that we use our preferred courier that would be applicable for the Members location. Once shipped, the shipping charges would be added to the invoice.	*
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Computrol's preferred courier within Canada is Purolator. In the US, UPS is preferred. That said, Computrol can ship via any appropriate courier if the account number is provided.	*
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Depending on the location of the Member, we can avail of a number of different shipping methods. For those Members in hard-to-reach areas by traditional shipping methods, they would usually have a preferred method that we can also use. Computrol has much experience having its systems delivered to the most remote locations in Canada and US.	*
74	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	On a quarterly basis, Computrol will review the contract in comparison to activities undertaken throughout the timeframe to ensure they are in agreement. Computrol will also proactively place controls in place to mitigate any risk of counteracting the agreement in our daily operations. In Computrol's ERP system, there are free type fields that can be filled out to specify a particular order relates to the Sourcewell Contract. This can be used to ensure that sales are reported accurately on a quarterly basis and that appropriate admin fees are paid. This will also be useful during any potential audit procedures. Our sales team will be trained to identify, as one of the first steps in the sales cycle, if the deal we are working on is with a Sourcewell Member. Our sales team will appropriately flag the deal in our CRM, and will accordingly propose and price the project. This will easily allow us to kickoff our self-audit process. This is exactly how we are currently and successfully tracking our compliance with our Contract # RMA-2020-006-CMP with Canoe (for Waterworks Equipment with Related Accessories and Services)	*
75	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	On a quarterly basis, Computrol will track dollar sales as they pertain to the Sourcewell Contract. We can, and do already, track other metrics like number of systems sold, geographic spread of systems, number of new end-users, etc. We will also track, on a monthly basis: -Number of presentations conducted for Sourcewell Members -Number of proposals sent to Sourcewell Members This will help us track our traction and momentum, allowing us to iteratively course correct to ensure our sales pipeline is on track for this initiative.	*
76	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Computrol proposes a 2.5% administration fee on all products and services sold.  The 2.5% admin fee will be based on the Computrol invoiced price to the purchaser, whether the purchaser is a Sourcewell Member or a Computrol partner/dealer.	*

**Table 7: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.

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

Line Item	Question	Response *
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78	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>We are offering two primary packages/solutions as part of this proposal. Both solutions comprise a piece of hardware that acts as the interface for an operator and a software that is used to manage the hardware and track related fuel and fluid management data. Each of the hardware is highly configurable.</p> <p>Fleet Series: The Fleet series has been in the market for 11 years and comes in 4 flavors. It is aimed at end-users with smaller operations that require a very straightforward method of securing (via keypad and/or RFID) and tracking fuel and other non-fuel liquids dispensed. Products such as gasoline, diesel, natural gases, hydrogen, lubricants, oils, propane, glycol, and windshield wiper fluid can be managed.</p> <p>Fuel access can be provided in several ways including keypad codes and RFID credentials. Various messages can then be configured depending on the operation including vehicle ID, desired volume to be dispensed, job number, etc. Once an operator is granted access to the service, the pump is activated until the transaction is complete at which time the pump is deactivated. The completed transaction is stored on the Fleet unit until the Fleet software (ProFuel 2, also known as PF2) polls the required data.</p> <p>PF2 is the on-premise software that manages the Fleet hardware. PF2 is loaded to a PC or an on-premise server from which it can be connected to the Fleet hardware via serial/Cat5e cable, wireless bridge, or cellular modem. The software has a perpetual license that is purchased at the same time as the hardware. Once installed, PF2 is used to both configure the system during implementation and manage it on a daily basis. Transactions are polled, operator details are added or modified, reports are generated, and data is exported using PF2. There is also the option to create invoices directly from the software, thereby reducing the workload of those in finance departments.</p> <p>Our Fleet series solution has a 1,500 operator and/or asset user code limit.</p> <p>Simcom Series: Simcom is Computrol's state-of-the-art fuel management system, which was launched in 2018. Simcom is a hosted, real-time, web-based Software-as-a-Service system comprising the Simcom terminal (operator interface hardware) and the Simcom software. Simcom software is hosted in Vancouver, BC, with full back-up and fail-over facilities in Ontario. When appropriate, hosting with full back-up and fail-over facilities are also available in the U.S. *</p> <p>The terminal and software operate in real-time, allowing completed fuel dispensing transactions to be immediately available for reporting and export to other systems. Simcom software allows for the easy management of fuel dispensing with detailed, accurate transaction records collected by the Simcom terminal. Simcom is the complete solution that lets organizations offer an efficient, customer-friendly service at their fuel stations.</p> <p>Accurate transaction data is available to report or export to back-office systems. Simcom makes managing individual customer discounts, quotas or limits automatic and easy. A variety of out the-box reports on fuel usage by customer, location, grade, and more are available. User reports are also available for end-users to access.</p> <p>We can satisfy any operation requirements: from a stand-alone terminal at an individual site to many linked terminals across multiple locations, as organizations scale. Each terminal can control various fuel grades and dispensing points. Computrol systems protect locales from misuse and theft. Access to fuel can be highly secured to restrict access to authorized users only. Some features available with Simcom are:</p> <ul style="list-style-type: none"> <li>- Customer portal</li> <li>- Comprehensive pricing management</li> <li>- Limits and Quotas</li> <li>- Comprehensive Messaging</li> <li>- Dynamic dashboard</li> <li>- Flexible API</li> </ul> <p>All of the above result in a comprehensive solution that increase efficiencies across a Members organization.</p> <p>Our Simcom series solution allows for unlimited operator and/or asset user codes.</p> <p>We are also offering the following in our proposal:</p> <ul style="list-style-type: none"> <li>- Terminal accessories such as receipt printers, heating and cooling kits, RFID fobs and cards, pedestals, insulated weather covers, etc.</li> <li>- Remote deployment services</li> <li>- Remote installation and commissioning support</li> </ul>
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		- Custom and bulk data import services - Hardwired and wireless communication options	
79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A. Please refer to our responses to Line Items 80 to 84 below.	*

**Table 8B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Comments	
80	Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, natural gas, and used fluids	<input type="radio"/> Yes <input checked="" type="radio"/> No	Computrol does not offer these products.	*
81	Mobile fuel, fluid, and gas storage solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Computrol does not offer storage solutions.	*
82	Hardware related to the aboveground storage tanks and mobile storage solutions described in 80 and 81 above, including pedestals, gauges, access or security hardware, monitoring equipment and devices, RFID solutions, dispensers, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to our response to Line Item 78 above.	*
83	Fuel and fluid management software related to the aboveground storage tanks and mobile storage solutions described in 80-82 above. However, this solicitation should NOT be construed to include "software-only" solutions. Proposers may include related fuel and fluid management software to the extent that the solutions are complementary to the offering of the equipment and products being proposed	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to our response to Line Item 78 above.	*
84	Services related to the solutions described in 80-83 above, including design, site assessment, site preparation, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.	<input checked="" type="radio"/> Yes <input type="radio"/> No	The services we offer are limited to the remote deployment, remote installation and commissioning support, remote training, and warranty of our solutions described in our response to Line Item 78 above.	*

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

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

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

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell Pricing.pdf - Tuesday August 13, 2024 18:24:03
- [Financial Strength and Stability](#) - Bank Letter Computrol Systems.pdf - Tuesday August 13, 2024 13:54:47
- [Marketing Plan/Samples](#) - Marketing Brochures.zip - Tuesday August 13, 2024 14:56:00
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Thursday August 15, 2024 12:12:50
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Computrol Sample Onboarding Playbook.pdf - Thursday August 15, 2024 13:01:12

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

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

3. The Proposer certifies that:

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

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

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

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

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



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

Yes  No

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

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

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