

**MASTER AGREEMENT #081524****CATEGORY: Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services****SUPPLIER: Western International, 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 Western International, Inc., 1707 Northwood Drive, Troy, MI 48084 (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**

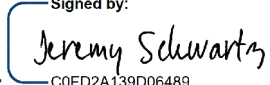
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

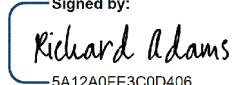
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

Western International, Inc.

Signed by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 11/18/2024 | 10:58 AM CST

Signed by:  
  
By: 5A12A0FE3C0D406...  
Richard Adams  
Title: Chief Financial Officer  
Date: 11/18/2024 | 10:32 AM CST



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

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## Vendor Details

Company Name: Western International, Inc. DBA Western Global  
Does your company conduct business under any other name? If yes, please state: Western Global  
Address: 1707 Northwood Drive  
Troy, MI 48084  
Contact: Danielle Hupcik  
Email: danielle.hupcik@western-global.com  
Phone: 475-549-0814  
HST#: 26-1588059

## Submission Details

Created On: Thursday June 27, 2024 07:36:07  
Submitted On: Tuesday August 13, 2024 10:33:33  
Submitted By: Danielle Hupcik  
Email: danielle.hupcik@western-global.com  
Transaction #: dd2978c5-4de5-4d32-8467-c6820604c18f  
Submitter's IP Address: 162.197.54.136

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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.	Western International, 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 "Western Global"
4	Provide your CAGE code or Unique Entity Identifier (SAM):	4WMH3
5	Provide your NAICS code applicable to Solutions proposed.	Primary: 332420 Secondary: 423830
6	Proposer Physical Address:	1707 Northwood Drive Troy, MI 48084
7	Proposer website address (or addresses):	www.western-global.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Richard Adams Chief Financial Officer Western House Broad Lane Yate Bristol United Kingdom BS37 7LD Richard.Adams@western-global.com +44 1454 210522
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Danielle Hupcik Strategic Account Manager 1707 Northwood Drive Troy, MI 48084 danielle.hupcik@western-global.com 475-549-0814
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>Western Global is the number one global market leader in fuel tanks &amp; equipment with over 60 years of experience in developing fuel storage and dispensing solutions. In 1962, Western Global was established as a family business in the United Kingdom as a tank fitting outfit. From its humble beginnings, Western Global expanded from the UK into European and North American markets. In 2014, Western Global acquired the business and assets of TransTank Pty Ltd, bolstering its containerized tank capability and expanding its footprint into Australia and South Africa, making Western a truly global organization. Today, our global team of highly qualified industry experts with decades of regulatory experience, lead the way in navigating the complex regulatory requirements of storing fuel and help give our customers peace of mind and confidence in the fueling systems we provide.</p> <p>Our vision &amp; mission is simple - we want to always be the industry leader in the global supply of liquid fuel handling equipment through investment in quality, people, and partnerships. Innovation is what drives us forward. We strive for continuous improvement in product development ensuring that our customers and their applications are always in focus. For over 6 decades, our partners have achieved ultimate efficiency, while meeting local regulatory requirements, in both their operations and their bottom lines by working with our organization and products. Simply put, we believe that Our Innovation is Your Efficiency.</p> <p>Western's Global team of 230+ staff operates utilizing the following core values that are at the heart of everything we do: Teamwork - working as one team across countries and departments to go above and beyond for each other and our customers. Openness - communicating with each other and welcoming ideas and opinions, especially when they challenge our assumptions. Passion - caring about creating innovative and quality products and solutions for our customers. Integrity - nothing is more important than our reputation and behaving with the highest ethical standards. Celebrating Success - getting together to recognize and reward our achievements.</p>	*
12	What are your company's expectations in the event of an award?	Our expectations in the event of an award are relatively straightforward. As with our previous awarded contract (092920-WST), we want to continue to develop strong relationships with Sourcewell in an effort to mutually grow our business by providing high-quality, innovative, & turn-key Above Ground Fuel Tank solutions to its members. We are confident with the growing popularity of Sourcewell coupled with our innovative solutions for fueling, we can continue to bring value to your members and grow the business in our core product offering.	*
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 IDENTIFIABLE INFORMATION	Western Global is in a strong financial position, with annual turnover of approximately 110 Million USD (approx. 75M in North America), and a strong balance sheet. Attached is our 2023 Western Global Group Ltd. annual report and financial statements for reference.	*
14	What is your US market share for the solutions that you are proposing?	Western Global has approximately 80%+ market share in the cube format of fuel storage solutions.	*
15	What is your Canadian market share for the solutions that you are proposing?	Western Global has approximately 80% market share in Canada within the cube format of fuel storage solutions.	*
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. Western Global does not have any bankruptcy disclosures.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Western Global is a manufacturer of steel, double-walled, above-ground fuel tanks offering turn-key fuel storage & dispensing system solutions. We sell primarily through distribution but occasionally service an end-user directly when local support is not present. In North America, we currently have 20 outside salespersons, 10 inside sales support & customer service team members and 6 technical sales and support team members all directly employed by Western Global to support both direct and distribution sales.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A. Western Global is not required to hold any licenses or certifications to offer and sell fuel tanks systems, besides the approvals on the products themselves. Western Global Ltd. is however ISO9001, ISO18001, ISO14001 Compliant.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A. There have not been any suspension or debarments applied to Western Global.	*
20	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	N/A	
21	Describe any relevant industry awards or recognition that your company has received in the past five years	We have several awards across our global team, and following is some of the most notable: <ul style="list-style-type: none"> <li>• One of our Products has won a Plantworx innovation award, for the highly commended award for efficiency in innovation category.</li> <li>• Guyana shore base Fuel Chain was shortlisted for terminal optimization at the Tank Storage Awards</li> <li>• Great Place to Work - Certified, 2023 &amp; 2024</li> <li>• Fortune Top 10 Manufacturing Company in USA (small &amp; medium workplaces)</li> </ul>	*
22	What percentage of your sales are to the governmental sector in the past three years	Approximately 15% of our sales are to the governmental sector and primarily to the Federal & Defense sectors.	*
23	What percentage of your sales are to the education sector in the past three years	Less than 1% of our sales have gone to the educational sector over the last 3 years.	*
24	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Western Global currently holds a Sourcwell contract, #092920-WST. 2021 \$109,037 2022 \$151,258 2023 \$126,474	*
25	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Currently we do not have a GSA contract or any SOSA's in place.	*

**Table 2A: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Rockdale County Fleet Services, Conyers, GA	Ken Swift	(770) 278-7220	*
Shelby County, Alabama	James Frost	(205) 669-3737	*
Toho Water Authority, Kissimmee, FL	Jancarlos Rodriguez Rivera	(407) 385-9990	*

**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>Western Global has four main full-service locations within North America - Troy, Michigan; Pineville, North Carolina; Sacramento, California and Winnipeg, Manitoba Canada. We currently employ 20 outside salespeople across North America providing local expertise &amp; support in their respective territories, and 10 inside sales support and customer service staff. All our sales staff is presented with regular training on new product, product improvement and customer service procedure enhancements, as well as factory direct training from our accessory suppliers.</p> <p>In addition to our salespeople and inside sales team, Western Global also employs a team of 6 people which make up our Technical Sales and Support Team to assist customers with more complex technical inquiries.</p> <p>Lastly, Western Global has a Fuel Solutions Group which is a team of highly skilled engineering and regulations experts tackle the more complex projects ranging from small specialty fuel tanks to large modular fuel farms. This group works closely with the local Authority Having Jurisdiction (AHJ) to meet their regulatory requirements for these projects and provide the customer with a hassle-free process to achieve their required fueling needs, while achieving the necessary regulatory requirements. These four teams are a critical part of our overall sales process &amp; product/project support, as well as helping our customers navigate the complex regulatory landscape of storing fuel.</p>
28	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>In the USA and Canada Western Global sells both through an extensive non-exclusive distributor network and direct to end-user customers. Western Global distributors range from small local companies to large national players and cover the entire North American market. Western Global tanks are stocked at locations across North America, both at our own facilities, as well as some of our stocking customers, which allow for quick availability &amp; efficient shipments.</p>
29	Service force.	<p>Western Global is committed to providing a quality product that meets and exceeds the customers' expectations, and we build-in simplicity into the design of our products to minimize the need for service. In all our locations we have very stringent quality control measures to ensure customers get a working, quality product the first time, with processes such as wet-testing, etc. which are employed to ensure that the dispensing systems are fully tested and meet the requirements. This minimizes the need for in-field servicing our product and limits it to simple components that will require service over time (e.g. fuel filters, etc.) which are simple enough to be performed by the user. Our dedicated technical support team is on-call to assist in helping the client should this be required. On our larger tank and pumping systems and custom solutions, we utilize a network of locally based qualified petroleum technicians for the troubleshooting and service of any of our products in the event one of our team cannot be present. This team of qualified professionals is also utilized when installation is required on specific projects.</p>
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All Requests for Quote and Purchase Orders will come into Western Global either directly from the Sourcewell member, or through distributors. These orders indicating the contract number will be loaded into our NetSuite ERP system and linked to the Sourcewell contract info thru our tagging program in the system. This will automatically set the discounted pricing, allow for Quoting, Sales Orders, Work Orders, Fulfillment, Billing, Invoicing, follow up and tracking all within the same system. Orders will then ship from Western Global directly to the Sourcewell Member. As a result, we will simply and accurately be able to utilize the reports within the ERP to generate the quarterly Sourcewell revenue reviews and calculate the fee payments.</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>All our customer service calls are initially directed to the Western Global Inside Sales Team (IST) locations in the USA. Typically, we can respond to any product, pricing, or technical related questions over the phone and through email exchange of documentation which we aim to resolve within the same business day, or at the latest within 24 hours. Our team is very responsive and customer-centric, and our entire organization's culture is built around speed and service.</p> <p>In the event we need to dispatch a service technician, we will work with our nearest warehouse location for that support. Additionally, we have multiple Regional Sales Managers (RSM's) in locations across North America that can help locally should the customer need any hands-on assistance/support. To ensure the best customer service in the industry we compensate our customer service team as a unit. This creates a desire to help each other service the customer's needs quickly and accurately.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We offer our products & services to all the United States & Canada. The Western Global headquarters for the USA is in Troy, Michigan with full design, build, stocking & customer service departments to service any customer across the USA. Along with our headquarters in Troy, Michigan we also have Western Global locations in Pineville, North Carolina; Sacramento, California and Winnipeg, Manitoba in which all locations include stock and customer service support. Our field sales force is regionally located throughout the USA and Canada making sales & service calls to fulfill customer needs.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We offer our products & services to the entire country of Canada. We have a location in Winnipeg, Manitoba which has design and manufacturing/assembly capabilities and is also a sales office giving us full coverage of the Canadian market both direct and through our distributor network.	*
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 will service all of the USA & Canada.	*
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. We will service all of the Sourcewell members in the USA & Canada.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We have no restrictions or contract requirements that would prevent us from doing business within Alaska or Hawaii or US Territories.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Western will extend the terms of the agreement to nonprofit entities.	*

**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>Western Global has a robust marketing strategy that will integrate and accelerate the promotion of our Sourcewell contract. The marketing tactics featured represents our holistic approach for marketing our Sourcewell contract.</p> <ul style="list-style-type: none"> <li>• <b>TRADE SHOWS</b> - Western Global attends up to 60 trade shows per year covering a range of industry segments. Western Global also attends regional and international trade shows consisting of: ARA, ConExpo, Quebexpro, Energy Exchange, AUSA, LANPAC and DLA Energy Worldwide Energy Conference to name a few. During our trade shows Western Global develops a thematic marketing plan that consists of product literature, corporate swag, giveaways, email marketing, social media content and video assets. All the marketing collateral produced is designed to increase visitor traffic, enhance product engagement, and maintain brand awareness during and post trade show events. As part of our promotion of the Sourcewell contract, we will look to expand our presence more into additional applicable industry tradeshow and events, as necessary.</li> <li>• <b>DIGITAL &amp; PHYSICAL LITERATURE</b> - Western Global has a full library of product and company literature that provides in-depth information to educate and influence the buying decision of our audiences. All our physical/digital literature assets are crafted and designed at the highest quality to immediately grasp the attention and engage readers. We feature commercial photography of our products, technical writing, diagrams, and technical drawings. Our literature library consists of the following formats: Catalogs, Marketing Slicks, Brochures, Pocket Guides, Store Banners, Promotional Mailers, Stickers and Product Inserts. We have 3 print vendors that can provide us with short/long run printing service that allow us to be nimble to easily produce customized literature content for our Sourcewell contract.</li> <li>• <b>SOCIAL MEDIA</b> - Western Global maintains a social media presence on LinkedIn, Facebook, Instagram, Twitter &amp; YouTube. LinkedIn being our primary channel, allows us to connect directly with our audience and provide updates on our products that will directly impact the awareness and success of our Sourcewell contract. We use content formats such as: Video, Product Images, Application Photos, Case Studies, and Infographics to deliver our messages and generate the demand.</li> <li>• <b>WEB PRESENCE</b> - Western Global has a significant web presence that is spearheaded by our corporate website (<a href="http://www.western-global.com">www.western-global.com</a>). Our corporate website is a fast, desktop and mobile enabled site that showcases our full range of products, provides macro understanding of our company's rich history, industry sectors, and engineering services that we provide. We utilize technical writing, AdWords, and SEO to drive traffic to our corporate website. Also, we have developed microsites / landing pages for specific products and promotions to silo specific content for various audiences. The tools of our corporate website and landing pages will be utilized to promote the online awareness and engagement of our Sourcewell contract.</li> <li>• <b>DIRECT MARKETING</b> - As part of Western Global's marketing approach, we incorporate a direct to end-customer marketing strategy. We fully leverage the power of AdWords, Ad retargeting, Social Media Targeting, Geo Fencing, and Email Marketing. These direct marketing tactics allow us to significantly enhance our brand awareness. The increased brand awareness yields a consistent high-volume flow of prospects that are interested in our products. New prospects are placed into a marketing funnel designed to influence and lead them to the purchasing decision. All our direct marketing tactics will be utilized to promote our Sourcewell contact.</li> <li>• <b>SALESFORCE</b> - Western Global has a dedicated sales force consisting of highly trained and technically proficient inside and outside team members. Our sales team takes pride in providing superior customer service to enhance their experiences and provide the innovative solutions needed to Fuel their success. All our team members conduct a strenuous selection and training process to ensure that they meet the high aptitude of Western Global's standards. The sales force is also required to conduct scenario-based training modules to optimize their product knowledge and customer care/support skills. Western Global will integrate Sourcewell's informational content into our robust training program to equip our sales force.</li> <li>• <b>ANNUAL SALES MEETING / TRAININGS</b> - Western Global holds an annual sales meeting with our sales teams from each region, territory, and country are present during this meeting. The goal of the meeting is to conduct team building exercises, product training, sales tactics, vendor showcase, and company values training. Western Global also provides quarterly training via Webinars to our staff to maintain proficiency and to conduct a knowledge share of industry trends and tactics. During our annual training we will incorporate a Sourcewell specific session to provide education and how to sell the benefits of our contract.</li> </ul>
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39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Western Global has an enterprise ERP system called NetSuite by Oracle. The software is utilized to handle all product transactions, customer communications, supply chain management, quotes, and pricing. NetSuite is also used as a CRM system and manages all client data in a safe, secure cloud-based system. NetSuite provides full data transparency for our sales team to analyze purchase trends and customer buying behaviors. In conjunction with NetSuite we also utilize the following technical platforms to enhance our sales efforts: social media, project bidding websites, landing pages, and digital advertisement. All of which will be used to integrate and promote our Sourcewell Contract.	*
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?	In our view, if Western Global was awarded this Sourcewell contract, it is not Sourcewell's role to promote this contract, but rather a key responsibility of Western Global. Reaching out to each Sourcewell member and making them aware of the products and solutions would be a key action for Western to take. That being said, any communication to the members (e.g. supplier directory, communication emails, etc.) that Sourcewell does would be welcomed, and would support the core promotion strategy that we would deploy. If we were to secure this contract, we would continue to augment it into our sales process, and our sales force will then use this as a tool to help the applicable customers easily order products needed. We will also continue to integrate the Sourcewell contract into our on-going training & education of the sales force as a key strategy to deploy.	*
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.	We do integrate with EDI for some customers based on their volumes and requirements and are flexible to accommodate customers ordering requirements as it relates to procurement, should the volumes and needs require it. As of now, we do not have a specific e-procurement system for governmental customers currently.	*

**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.	Our highly trained technical staff can educate most customers over the phone or via webinar giving them simple training on any necessary areas of operating the equipment. Our more holistic training programs such as on-site user training, hazmat training courses, etc. are optional and are offered within specific market segments and are quoted separately based on customer needs and requirements.	*
43	Describe any technological advances that your proposed Solutions offer.	<p>Our products offer several industry-leading technological advances. On our smaller tank range, (&lt;3,000 gallons) a number of the tanks have an integral cabinet built-in which allow for the pumping, metering, and fuel management systems to be housed in a weather- resistant area safely and securely, significantly extending their life span. Several of our standard pumping and dispensing systems utilize industry leading fuel metering equipment and even integrate with several types of Fuel Management Systems (FMS) that include state- of-the-art cloud-based fuel monitoring &amp; management thru an intuitive app.</p> <p>On our larger tanks (&gt;3,000 Gallons), we offer a wide array of modular configurations allowing for an infinitude of ways for our fuel tanks to be configured or linked together to create the fuel storage and dispensing system that you need, simply and easily with the modular designs. Our large pumping &amp; dispensing systems utilize state of the art controls, including the integration of pulse output meters, which allow for the seamless integration of Fuel Management Systems and other industry-leading solutions. Several of our meters are also weights &amp; measures compliant allowing for a very high standard of metering accuracy &amp; control. Lastly, all our electrical systems &amp; components are of the highest spec and are designed to meet and exceed all code requirements for the storage and dispensing of fuel.</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>Western Global's product range is certified as being Renewable Diesel and HVO compliant. Renewable Diesel reduces emissions by up to 90%, providing a renewable fuel source that is a drop-in replacement for traditional diesel. Western Global has also developed a range of DEF storage tanks and pumps to support the latest generation of generators, pumps and heaters that use DEF to reduce emissions further. Western Global has seen strong uptake of these DEF solutions in 2023 and 2024.</p> <p>Western Global promotes the use of telematics, fuel management and other monitoring systems that are integral to our fuel solutions, improving fuel efficiency and monitoring.</p> <p>These innovations position Western Global at the forefront of reducing emissions in temporary power and remote fueling, which remain challenging sectors to decarbonize.</p> <p>Western Global Ltd. is ISO14001 certified. As part of our certification, we set Environmental objectives and each year for the business and outline a number of initiatives to help achieve them.</p> <p>In 2023 Western reduced paper usage by 50,000 per annum through development of paperless workshops in the USA.</p> <p>In prior years, Western Global has reduced single use plastics, worked with suppliers to reduce packaging, adopted LED light fittings and adopted technology to limit travel.</p> <p>Western Global has a supplier framework, which all suppliers adhere to. This ensures line of site to procurement of steel plate and allows Western Global to partner with our suppliers to provide safe places to work, training and community support.</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>Western Global as a company has the widest range of products in this space, and a global presence &amp; strength that is unsurpassed in the fuel storage and dispensing industry.</p> <p>The following outlines some of the key unique attributes that we bring and will significantly help the Sourcewell participating entities in all their fuel storage &amp; dispensing needs:</p> <ul style="list-style-type: none"> <li>• LARGEST PRODUCT RANGE &amp; INNOVATIVE DESIGNS - with the modular design approach that Western takes with its products, this uniquely allows for the greatest flexibility in achieving your desired fuel storage &amp; dispensing set-up, both simply and efficiently. Our individual tanks ranging from 119 Gallon - 18,000+ gallons, can be outfitted individually, or configured together to create tank farms as large as you need.</li> <li>• PEOPLE - our people are what fuels our success. Our global team of fuel industry professionals are the best in the business that bring real value, and that is what sets us apart. This value roots from our experience, personalized support, and solutions developed for your application, on your terms.</li> <li>• PEACE OF MIND - working with fuel and other hazardous materials comes with its risks. Western Global understands these risks and equips you with reliable and compliant solutions backed by our engineering and support teams. Our expertise in local and global certifications allows us to deliver the right equipment with the right approvals to meet your needs.</li> </ul>
47	Describe the security system in place for protecting and controlling access to your solutions.	<p>The full line of Western Global Fuel Tanks is built with security in mind, as fuel theft is common and avoidable. Every tank we offer has different security features built into the design. On the smaller tanks, FuelCubes, FuelCube Type-S and TransCubes, an integral lockable equipment cabinet features a recessed lock design, preventing the use of bolt cutters to remove the lock. This allows for the pumping &amp; dispensing equipment to remain in a safe and secure spot to only be accessed by those authorized to do so.</p> <p>The larger tanks, there is mechanical security features built-in such as locks, etc. but we also provide security using Fuel Management Systems (FMS). This allows for only authorized users to be able to dispense fuel and fully records amount dispensed, time, date, etc. Access can be granted with driver PIN's, cards, RFID, and other ways that may be required by the customer.</p>

48	Describe how you will secure any participating entities' data captured during transactions.	<p>At Western Global data security is a high priority. We utilize several industry-leading programs and processes to ensure that data is safe and secure which is highlighted as follows:</p> <ul style="list-style-type: none"> <li>• Credit Card &amp; P-Card Payments - we utilize Chase Paymentech processing virtual terminal for this &amp; the system encrypts the data to keep it secure.</li> <li>• NetSuite by Oracle is the ERP system utilized at Western Global. Below are some of the key security features it includes:             <ol style="list-style-type: none"> <li>a. Redundancy - NetSuite's infrastructure incorporates multiple levels of redundancy to guard against failure. Redundant systems automatically assume processing without any interruption should any application server or network component fail.</li> <li>b. Disaster Recovery - data in the primary data center is replicated and synchronized across data centers. The Data Center failover process and automation are tested and audited for success on an ongoing basis.</li> <li>c. Hot Backups- All production data is stored immediately to redundant locations. Hot backups give NetSuite the ability to restore your data rapidly and reliably.</li> <li>d. Offsite Backups- All data is automatically backed up and stored offsite. Backups are stored offsite in a secure location and safeguarded against almost any environmental conditions.</li> <li>e. Scalability- NetSuite supports more than 22,000 customers with billions of customer requests per month. NetSuite's data centers are designed to accommodate surges and spikes in usage, and to scale to address increased volume and transactions.</li> <li>f. <a href="https://www.netsuite.co.uk/portal/uk/platform/infrastructure/data-management.shtml">https://www.netsuite.co.uk/portal/uk/platform/infrastructure/data-management.shtml</a></li> </ol> </li> </ul>
49	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	<p>Innovation is in our DNA, and at Western Global we believe that 'Our Innovation, is Your Efficiency'. The following are a couple key examples of ways that we have incorporated innovative features into our products that drive and improve customer efficiencies:</p> <p><b>INCREASED MOBILITY</b> - most of our products have fork pockets for quick and easy maneuvering and mobility, which is ideal especially when moving the fuel tank around often. On our transportable fuel tanks, liftable corner brackets allow lifting by crane for hard-to reach spots, and a number of our tanks can be or are mounted to trailers turning them into mobile refuelers allowing for easy transport of fuel to any location, with almost any vehicle.</p> <p><b>REDUCED SPACE REQUIREMENTS</b> - utilizing a square design on our products reduces the required footprint and minimizes the amount of storage space required. On our smaller tanks, they can even be stacked for storage, further improving storage efficiencies. Also, most standard accessories we offer can be mounted directly to the tank and within the footprint, making in a clean, and compact package.</p>
50	Describe how you work with participating entities to ensure all relevant environmental regulations and environmental best practices are followed.	<p>Environmental protection is at the heart of what we do, especially when dealing with fuels and hazardous fluids. Starting with our product design, Western Global works closely with companies like Underwriter Laboratories (UL) to comply with their standards for our type of products and all our tanks are UL listed. In addition, all our tanks are double-walled for built-in environmental protection in the case of an accident, and a majority of our products have integral spill containment built-in at the dispensing points making them some of the most environmentally friendly tanks in the market. On our larger tanks, we also include an Overfill Prevention Valve (OPV) on the fill line as standard to prevent overfilling the tank and potentially causing a leak.</p> <p>We then work closely with the customers and the local Authority Having Jurisdiction (AHJ), utilizing our UL listed products, to ensure we assist them in assembling a system that meets the local environmental and fire safety codes for the application. Depending on the requirements, additional environmental features may need to be included such as remote-fill boxes, hose break-away, containment berms, and spill kits at the point of dispensing.</p>
51	Describe your capabilities and processes for design, site assessment, site preparation, installation, and SPCC planning. (Spill, Prevention, Control, Containment)	<p>With our modular product and turnkey design, a majority of each system is assembled, wired, and factory tested prior to shipment. This minimizes site installation &amp; testing requirements by providing this turnkey solution.</p> <p>When installation, testing, maintenance, or repair is required, Western Global's support team works harmoniously with our network of local qualified petroleum equipment contractors to provide a seamless experience for the customer.</p>
52	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	N/A

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

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

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
62	Describe your payment terms and accepted payment methods.	Net 30 Days. Western Global accepts payments by Bank Transfer (ACH/Wire) along with Credit Card, Check, Money Order or Cashier's Check.	*
63	Describe any leasing or financing options available for use by educational or governmental entities.	Western Global has a network of financing & leasing companies that we work with and can recommend should this be required by the Sourcwell member. They understand our products and work with Schools & governmental entities to make any necessary financing very easy.	*
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.	Western Global utilizes standard transaction documents for Quotes, Sales Order Confirmations and Invoicing. Also available to the customer is our Terms & Conditions and Standard Warranty Policies.	*
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, we do accept credit cards & P-cards with a minimal processing fee of 3% for orders greater than \$30k.	*



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.	For all items in this submission, we are using a list price with discount model. Western Global will extend a 15% discount off current list price to Sourcewell Contract purchasers. The discount will extend to all the product categories in our standard product offering as follows (see attached price list for specific products within these categories): • FUEL EQUIPMENT: 1.) TANK ASSEMBLIES: FUELCUBE TYPE-S, FUELCUBE, TRANSCUBE, MULTICUBE & DEF EQUIPMENT Product Families 2.) OPTIONS & ACCESSORIES: FUELCUBE TYPE-S, FUELCUBE & TRANSCUBE Product Families a. Pumping & Dispensing b. Filter Kits c. Emergency Venting Kits d. Remote Power Kits e. Feed & Return Lines f. Fuel Delivery Hoses & Hose Reels g. Metering, Gauges & Management h. Safety & Compliance i. Tank Accessories 3.) TANK ASSEMBLIES: ENVIROCUBE & TRANSTANK Product Families 4.) OPTIONS & ACCESSORIES: ENVIROCUBE & TRANSTANK Product Families a. Pumping & Dispensing - Suction Pump Assemblies b. Pumping & Dispensing - Submersible Pump Assemblies c. Metering, Gauges & Management d. Tank Accessories e. Safety & Compliance	*
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.	15% discount off current Western Global USD List Price to Sourcewell Contract purchasers	*
68	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts are available based on the number of tanks purchased at the same time. Any orders for ten (10) or more tanks purchased at the same time will qualify for an extra two percent (2%) discount off Western Global USD List Price.	*
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.	Pricing for any sourced or non-standard products will be based on each individual application and quoted per customers' needs as such. We will work on a cost-plus percentage method for pricing these out as required.	*
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.	The only ownership costs NOT included in the pricing we have provided (excluding freight) would be optional services such as: on-going tanks remote monitoring fees, on-site user training, or meter calibration. These depend on customer requirements and can be quoted on an as needed basis. That being said, these options are usually not a significant cost.	*
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.	Western Global can ship either PP&A or via the customers account, whichever works best for the customer. Western Global works directly with several freight companies & brokers to provide seamless delivery of our products from our locations directly to the customer's requested delivery location. For smaller shipments, we work with UPS, FedEx, and DHL at our locations. For any freight in which we arrange, we secure three quotes and proceed with the most competitive rate which we receive from our logistics partners and pass this along to the customer.	*
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	On shipments to Alaska, Hawaii, & Canada the same programs mentioned above apply. For any offshore shipments, we work closely with our world-class logistics partner CH Robinson and can arrange door-to-door seamless delivery to the customer.	*
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Most products on our standard product list are in-stock in the North American locations, and available for quick delivery. Western Global will accommodate customer preferred delivery methods if required. The customer can pick up directly from our location by organizing their own carrier, or we will gladly arrange the freight for them and add the cost to the order. In most cases the products will ship via standard shipping methods, however, some of the more specialty tanks (e.g. trailer mounted) or larger tanks will require a flatbed style trailer for delivery.	*



74	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	Western Global has implemented the following process to ensure member pricing as well as complete administrative fee payment is received by Sourcwell: All customers who place an order under the Western Global Sourcwell contract are added to our NetSuite ERP system under a specific Sourcwell account. This ensures correct pricing, billing and tracking of the member, quarterly reviews, and payments due to Sourcwell for the administrative fee are recorded & documented properly. This allows Western Global to comply with the contract and perform an internal audit on a regular basis to confirm compliance.	*
75	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	If awarded a contract, Western Global will continue to monitor the following KPI's:  Sales - all booked orders and revenue will be tracked to monitor the contracts success. Support Cases Entered - these document any issues that arise with an order or customer, so we will monitor this closely to ensure that they are addressed in an expeditious manner. Customer Surveys - from time to time we engage in customer surveys to better understand how we are doing as a company, as well as identify areas of improvement and opportunities for us to expand into. We may include the members as part of this initiative as well.	*
76	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The propose an Administrative Fee will be payable to Sourcwell 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.	Should Western Global be awarded this contract, Western will pay Sourcwell a one and a half (1.5%) percent administrative fee on all sales completed and signed through this Sourcwell-Western Global contract.  • Our finance team will review at the end of each quarter & the fee will be paid quarterly. • Payment will be sent within ten (10) business days of post quarterly revenue review with Sourcwell.	*

**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.	We are offering a 15% discount on all products which is typically as good or better than commercial offering to end users.

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

Line Item	Question	Response *
78	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>Following is an overview of Western Global's wide product range which is included in this proposal:</p> <p>FUEL EQUIPMENT: the widest range of above-ground fuel storage &amp; dispensing equipment includes our following product families:</p> <ul style="list-style-type: none"> <li>• FUELCUBE TYPE-S Product – 119 Gallon non-hazmat Transportable &amp; Stationary above-ground diesel fuel storage tank. UL Listed, dual wall, 110% contained, &amp; includes an integral pump cabinet and fork pockets making it ideal for safe &amp; secure fuel storage.</li> <li>• FUELCUBE Product Family - full range of Stationary above-ground fuel storage tank assemblies ranging from 243 - 1,862 US gallons. All tanks are UL Listed, dual wall, 110% contained, &amp; include an integral pump cabinet and fork pockets making them ideal for safe &amp; secure fuel storage.</li> <li>• TRANSCUBE Product Family - full range of Transportable &amp; Stationary fuel storage tank assemblies ranging from 132 – 2,388 US gallons. Most tanks are UN approved, (Bunded) dual wall IBC, 110% contained &amp; UL Listed, making them ideal for mobile refueling and transporting fuel easily &amp; safely to where it is needed. All tanks include an integral pump cabinet &amp; four-way fork pockets for easy mobility.</li> </ul> <p>OPTIONS &amp; ACCESSORIES: FUELCUBE TYPE-S, FUELCUBE &amp; TRANSCUBE</p>

## Product Families -

Full range of options to add to your tank(s) are available to allow you to configure it to your application:

- a. Pumping & Dispensing - includes a full range of basic, standard, & deluxe pump assemblies; Filter kits; Priming kits; Emergency Venting kits; Remote Power kits.
- b. Hoses & Fittings - includes a full range of fuel delivery hoses, including soft-walled, arctic, & marine-grade; Feed & Return kits; Hose Reels; Hose Swivels & Quick-Couplers.
- c. Gauges, Metering, & Management - includes a full range of meter kits; tank gauges & leak detection kits; Fuel Management Systems.
- d. Safety & Compliance - includes a full range of Placard kits; Fire Extinguishers & Spill kits; Emergency Pump Stop kits.
- e. Tank Accessories - includes a wide range of optional accessories such as: Trailer Assemblies & Accessories (compatible with TRANSCUBE) and Decal Kits.

- TRANSTANK Product Family - full range of Containerized Transportable & Stationary fuel storage tank assemblies ranging from 3,124 – 17,731 US gallons. The tanks are UL Listed, dual wall, & some are even 110% contained. All the tanks have an integral ISO container frame for maximum durability and making them ideal for moving around easily & safely. The tanks can also be linked together to create a modular fuel farm, and the possibilities are endless with this product family.

- ENVIROCUBE Product Family - full range of Stationary above-ground fuel storage tank assemblies ranging from 3,014-13,703 US gallons. All tanks are UL Listed, dual wall, 110% contained, & include an integral fill-line and fork pockets making them ideal for safe & secure fuel storage.

OPTIONS & ACCESSORIES: TRANSTANK & ENVIROCUBE Product Families - full range of options to add to your tank(s) are available to allow you to configure it to your application:

- a. Pumping & Dispensing - includes a wide range of engineered Basic Spec & Standard Spec Suction Pump Assemblies & Electrical Panel kits; Basic Spec, Standard Spec, & Premium Spec Submersible Pump Assemblies & Electrical Panel Kits; Auxiliary Pump Cabinet Assemblies; Portable Suction Pump Kit Assemblies; Feed & Return line kit; Remote Fill Box Assemblies.
- b. Gauges, Metering, & Management - includes a wide range of Tank Gauge Assemblies; Tank Alarm Assemblies; Fuel Management Systems.
- c. Safety & Compliance - includes a wide range of safety equipment such as: Tank Ladder kits; Ladder Cage kits; Containment Evacuation Pump kits; Fire Extinguishers & Spill Kits.
- d. Tank Accessories - includes a wide range of optional accessories such as: Oilfield Skids; Decal kits.

- MULTICUBE Product Family - Transportable above-ground fuel storage multi-tank trailer containing six independently isolated 105-gallon fuel tanks, which means you can safely transport 630 US Gallons of diesel without hazmat placarding. UL Listed, dual wall, 110% contained, & includes a lockable rear pump cabinet and dual axle trailer. Pre-configured, pre-installed accessory packages are available to ensure the MULTICUBE fits the needs of your business.

- LUBRICATION EQUIPMENT: includes a range of basic bulk lube storage and dispensing equipment for applications in which safe & efficient lube handling is required.

- DEF EQUIPMENT: simple range of basic tanks & dispensing equipment for Diesel Exhaust Fluid (DEF) for use where Tier 4 engines are in a customer's fleet and they need a quick and easy way to handle the DEF product.

- SAFETY & SPILL: includes a range of containment berms and drip catchers for environmental compliance around where the fueling is taking place.

Western Global prides itself on designing and building tank solutions that are turn-key, assembled, and easy to use. This range above demonstrates how we have simplified the process and have truly accomplished our mission of 'Fuel Tanks Made Easy'. As a result, customers can minimize setup times, eliminate on-site fabrication, and increase their flexibility by embracing the modular design square fuel tank systems which are the future of fueling.

79	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>As per the RFP for "Aboveground Fuel and Fluid Storage with Related Hardware, Software, Services" our proposal includes solutions that fit into the following subcategories listed on the RFP:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b. Mobile fuel, fluid, and gas storage solutions;</li> <li>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;</li> <li>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,</li> <li>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.</li> </ul>
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**Table 8B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Comments
80	Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, natural gas, and used fluids	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Product Info in Table 8A for more details
81	Mobile fuel, fluid, and gas storage solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Product Info in Table 8A for more details
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	See Product Info in Table 8A for more details
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	We work with all the major providers of FMS equipment & software and integrate these systems on our tanks solutions for a turnkey solution for the customer.
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	With our modular product and turnkey design, a majority of each system is assembled, wired, and factory tested prior to shipment. This minimizes site installation & testing requirements by providing this turnkey solution. When installation, testing, maintenance, or repair is required, Western Global's support team works harmoniously with our network of local qualified petroleum equipment contractors to provide a seamless experience for the customer.

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

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

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

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
  - [Pricing](#) - Western Global Pricing.zip - Monday August 05, 2024 13:09:35
  - [Financial Strength and Stability](#) - Western Global\_Annual Report and Financial Statements\_YearEnd 12-2023.pdf - Friday July 12, 2024 08:59:13
  - [Marketing Plan/Samples](#) - Western Global Marketing Samples.zip - Wednesday July 24, 2024 09:23:38
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - Western Global Standard Transaction Documents.zip - Wednesday July 24, 2024 09:13:23
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Western Global\_ESG Impact Report\_2023.pdf - Friday July 12, 2024 09:00:13

## 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. - Richard Adams, Chief Financial Officer, Western International, 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
<b>Addendum 1 Fuel Fluid Storage RFP 081524</b> Thu August 8 2024 07:26 AM	<input checked="" type="checkbox"/>	3