



Solicitation Number: 092920

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PureGreen Equipment Services, LLC (dba Blue1 Energy Equipment), a wholly owned subsidiary of Titan Chemical Transfer Solutions, LLC, 3040 White Horse Road, Greenville, SC 29611 (Vendor).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

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

3. PRICING

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

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

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

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

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the

address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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

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

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

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

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

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

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

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

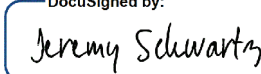
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements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

24. CANCELLATION

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

Sourcewell

PureGreen Equipment Services, LLC (dba Blue1 Energy Equipment), a wholly owned subsidiary of Titan Chemical Transfer Solutions, LLC

DocuSigned by:

 By: _____
C0FD2A139D06489...
 Jeremy Schwartz

DocuSigned by:

 By: _____
6C967F4895B84F0...
 Tom Nuckolls


Title: Director of Operations & Procurement/CPO

Title: President

Date: 12/2/2020 | 3:37 PM CST

Date: 12/2/2020 | 1:50 PM CST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 12/2/2020 | 3:38 PM CST

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

Vendor Details

Company Name: Titan Chemical Transfer Solutions, LLC

Does your company conduct business under any other name? If yes, please state: PureGreen Equipment Services, LLC, dba Blue1 Energy Equipment

Address: 3040 White Horse Rd
Greenville, SC 29611

Contact: Dave Polak

Email: dpolak@blue1energy.com

Phone: 770-356-5895

Fax: 770-232-9270

HST#: 26-4004695

Submission Details

Created On: Tuesday August 25, 2020 07:45:40

Submitted On: Monday September 28, 2020 11:50:04

Submitted By: Dave Polak

Email: dpolak@blue1energy.com

Transaction #: 24e2be45-15f7-4407-b8c6-43c72ddd1f46

Submitter's IP Address: 174.130.58.12

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	PureGreen Equipment Services, LLC (dba Blue1 Energy Equipment), a wholly owned subsidiary of Titan Chemical Transfer Solutions, LLC
2	Proposer Address:	Blue1 Energy Equipment 3040 White Horse Rd Greenville, SC 29611
3	Proposer website address:	www.Blue1EnergyEquipment.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tom Nuckolls President 3040 White Horse Rd Greenville, SC 29611 864 385 7035 tnuckolls@Blue1Energy.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Curtis Mitchell National Government Sales Manager 1650 Horizon Pkwy NE, #450 Buford, GA 30518 678 315 3029 cmitchell@Blue1Energy.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Blue1 Energy Equipment has been an industry leading manufacturer since the inception of Diesel Exhaust Fluid (DEF) in 2008. Blue1 was one of the original stakeholders that helped birth a new industry of DEF storage and dispensing equipment that are now required for all the SCR diesel engines and vehicles worldwide.</p> <p>The company was founded as a diesel fuel and equipment provider in 1998. Utilizing our original name, EZ Fuel & Tank Solutions was a national provider of both the equipment and installation services for trucking fleets that included FedEx, UPS, Estes Express Lines and many others. Our broad range of petroleum, DEF and propane equipment has helped Blue1 grow into one of the largest equipment providers for commercial, government and retail establishments in the country.</p> <p>In 2019, Blue1 and Titan Chemical Transfer Solutions announced the merger of both companies, creating the largest DEF equipment manufacturer in the United States. With over 100 years of industry experience, our success is driven by the passionate desire to combine the highest quality products with outstanding customer service, creating the very best value in our industry.</p> <p>Blue1 Energy Equipment is governed by our core values. They shape our culture and define the character of the company, guiding our behavior and the decisions we make. Our core values state: Do the right thing. Be a self-starter. Stay customer focused and be a team player.</p>

8	What are your company's expectations in the event of an award?	Our expectations are to continue to increase our Sourcewell revenue every year, just as we have done for the past five years. We wish to penetrate to a greater degree all municipal entities that include public works, utilities, fire and police departments, schools, non-profits, tribal organizations and municipal bus fleets. We will continue to recruit non-members to join the Sourcewell family by educating them on the benefits of cooperative government purchasing.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Privately-held Blue1 Energy Equipment was established in 1998 and has enjoyed consistent growth and profitability since inception. Despite the Covid-19 pandemic, Blue1 has remained profitable during the first half of fiscal 2020 (January-June) with EBITDA of 6.7% (unaudited, GAAP basis). The company has sufficient working capital, operations and staff to allow Blue1 Energy to continue to serve Sourcewell members in a timely manner. The company has an open Line of Credit with South States Bank, which has averaged approximately \$1.3M of available liquidity during the first half of 2020. Uploaded is a reference letter from South States Bank for review.	*
10	What is your US market share for the solutions that you are proposing?	Our market share of DEF equipment is approximately 30%. Our market share of the aboveground petroleum equipment industry is approximately 10%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Our Canadian market share is less than 10%	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Blue1 Energy Equipment is a manufacturer of turn-key DEF storage and dispensing systems. Our plants are located in Greenville, SC and Buford, GA. We are unique within our industry because we are not only a sole source provider of equipment and installation services, but we also design, engineer, and install turn-key petroleum and alternative energy equipment. These systems are built to Blue1's engineered specifications at numerous tank factories throughout the US. All of our products and services are sold and distributed through our dealer network of over three-hundred and fifty (350+) independent resellers with over four-hundred (400+) service locations, each with their own full time sales representative(s). There are over eight-hundred (800) full time equivalent sales reps and 6 manufacturers reps that represent our products. All of these distributors and reps are affiliated with our industry organization, the Petroleum Equipment Institute (PEI), who sets industry standards for training, installation and service of our DEF, petroleum and propane equipment. Our company sales efforts are led by President, Tom Nuckolls. Our experienced sales staff includes four regional sales managers and a Director of Government Sales, Curtis Mitchell. These company associates all work directly with the distributors and resellers mentioned above communicating, training and coordinating sales efforts directly with Sourcewell members.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All of our DEF equipment conforms to ISO-22241-3 and 4, and PEI RP-1100. Our pre-wired DEF Plantinum mini-bulk systems are all certified to UL-508 and CSA C22.2 standards. Our site-specific aboveground petroleum storage tanks are UL-2085 certified. Every AST petroleum fuel system meets NFPA 30 and 30A fire codes and all applicable NEC and UL listings. All our applicable, for-resale dispensers are NTEP certified. On our installation side, Blue1 and all our sub-contractors carry Pollution Liability insurance, which is required for all installation, construction or service work that involves petroleum equipment. Other than our normal business licenses, no additional licenses or certifications are required by the company in order to conduct business under the terms of this RFP.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Named the 2019 DEF equipment innovation manufacturer of the year by Integer Research, a well respected, international research organization. Recognized by Inc Magazine as one of the fastest growing private companies three consecutive years.
17	What percentage of your sales are to the governmental sector in the past three years	Approximately thirty-percent (30%) of our business the last three years has been government related
18	What percentage of your sales are to the education sector in the past three years	Approximately five-percent (5%) of our total sales has been in the education sector
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell – \$7,579,540 + (Plus \$555,059 in Gilbarco revenue secured by B1) State of Nebraska DOT - \$2,429,480 (includes \$555,059) in Gilbarco revenue secured by B1)
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Columbia County, GA	Mark Inglett	706 868 3474
Polk County Schools	Scott Reeves	863 534 5052
City of Gainesville, FL	Doug Weichman	352 393 8255
City of Miami Beach, FL	Olga Sanchez	305 673 7000
Nebraska DOT	Josh Cowan	402 479 3746

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Nebraska DOT	Government	Nebraska - NE	Supply new dispensers and card reader equipment. Upgrade fuel island sites	85 locations	\$2,429,480
City of Gainesville Public Works & Utilities	Government	Florida - FL	Remove underground storage tanks and replace with aboveground fuel systems. Upgrade one fuel island.	Two aboveground fuel systems and canopies at two fuel island sites	\$1,329,692
Osceola County Public Works	Government	Florida - FL	Fuel island upgrades plus DEF equipment	Two new aboveground fuel systems	\$757,287
City of Oswego Public Works	Government	New York - NY	Supply and install AST's, canopies & DEF equipment	Two fueling sites	\$678,837
City of Miami Beach Public Works	Government	Florida - FL	Supply & install aboveground storage systems & DEF equipment.	4 of 11 locations completed to date	\$400,000

Table 6: Ability to Sell and Deliver Service

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 *
23	Sales force.	<p>Every one of our Blue1 associates are considered an integral part of our company sales effort. Each associate is empowered to help qualify, educate, sell and support our fleet customers and products. Our President, Tom Nuckolls, oversees all company sales efforts. Our Sourcewell government sales efforts are led by Curtis Mitchell, National Government Sales Manager. Mr. Mitchell has over twenty-five year's industry experience working with both end-user fleet managers and our distributors sales staff. We also have a team of four regional sales managers and a staff of customer support associates. All of these company associates provide 100% blanket sales coverage in all fifty states, along with every province in Canada. These full time regional sales managers work direct with customers and distributors, training, educating and supporting our network of over eight-hundred (800) full time equivalent sales representatives. All of our sales managers make joint sales calls and conference calls with Sourcewell members today. We conduct regular distributor webinars, promoting, educating and training these individuals on the shared benefits of selling and servicing Sourcewell members.</p>
24	Dealer network or other distribution methods.	<p>Our extended sales force consists of the top fuel handling and dispensing distributors and manufacturer representatives in the United States and Canada. Our extended sales team through these distributors and reps includes over eight-hundred (800) distributor sales reps and six regional manufacturer reps. In most cases, our distributor partners already have relationships with many Sourcewell members in their respective markets. Our distributor sales personnel devote a majority of their time marketing and selling the same equipment and storage systems that are available from Blue1 Energy Equipment. As such, we expect our distributor partners to continue to place a high priority on the promotion of the Sourcewell contract. In addition, our six manufacturer reps work directly with many of these same distributors educating, training and supporting our products. These five new manufacturer representatives give Blue1 additional daily exposure to our extensive distributor sales network.</p>
25	Service force.	<p>Our dedicated, company service team is located in both our Greenville corporate office and our Buford, Georgia plant. We have a total of nine experienced associates who speak directly with customers concerning service, installation, trouble shooting and other local issues. These include our CEO, President, COO, Project Manager, Director of Operations, Director of R&D, Plant Engineer, Customer Service (Greenville) and Customer Service (Buford).</p> <p>In addition, our extensive network of distributors include over six-hundred (600) certified technicians who can be dispatched to any area in the US or Canada to address any issue that may arise. Our experience has shown that having local market knowledge offers many benefits to our customers and Sourcewell members. (a) Our distributors have specific knowledge relative to site specific geographic conditions that require certain product specifications; (b) They have relationships with local inspectors and outstanding knowledge of local codes and ordinances, which result in more effective planning to ensure a smooth installation; (c) Many of our distributors already have relationships with both current members who have previously utilized our Sourcewell contract and new members of which they can help us secure when they discuss the benefits of Blue1 and Sourcewell.</p> <p>With over four-hundred (400+) branches and over six-hundred (600) service technicians within 100 miles of any member in North America, Blue1 has been able to service every fuel site within 24 hours of any issue that may arise.</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>For all member installations sold directly by Blue1, we have a support team to diagnose and respond to any service inquiries. Our customer support staff has over 100 years of industry experience. Our website and customer support phone number is prominently displayed on all of our equipment. Customer service calls are routed through our technical support team, then escalated, if necessary, to operation manager for final diagnosis and support. If the customer issue cannot be resolved immediately, we will open a formal trouble-shooting ticket then mobilize the appropriate internal resources that may include one or more of our technical support staff, engineering and/or even escalated to our chief operating officer until a resolution is reached to the complete satisfaction of the Sourcewell customer. Both our Buford, GA and Greenville, SC offices observe normal business hours from 8 AM to 5 PM, Eastern Time. After hour calls are routed to our designated operations or technical support associate, who are on call 24/7, 365 days per year. If a problem cannot be resolved on the phone, then we will dispatch one of our distributor's certified technician to the site.</p>
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Through both our company sales staff and national dealer network, Blue1 has the proven ability to provide products and services to members in every state in the United States.</p>
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We sell and service customers in every province in Canada through our five distributor partners. These partners have a total of 24 branches and 31 full time equivalent sales reps.</p>

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Blue1 Energy Equipment can service all Sourcewell members in North America.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There is NO Sourcewell sector that we cannot service.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions would apply to SW members in Hawaii, Alaska or US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Blue1 Energy Equipment will continue to use the same aggressive, pro-active, multi-channel approach that we have utilized the last five years with Sourcewell members that has proven to successfully grow our revenue. These specific channels include:</p> <p>a) Announcements. When awarded this contract, we will make a formal announcement to all our distributors and government customers. Our distributors will be very happy to again partner with us across North America.</p> <p>b) Industry Trade Shows. We will continue to exhibit at all the national and regional government fleet shows. Some of these shows include NAFA (Ntl Assn of Fleet Administrators), GFX (Government Fleet Expo), APWA (American Public Works), Fleet-Con (aka, Rocky Mtn Fleet Mgrs Assn), FLAGFA (Florida Assn of Govt Fleet Administrators) and others.</p> <p>c) Website. We have recently updated our Blue1 website (www.Blue1EnergyEquipment.com) that now includes our entire product line since our merger, more product features and benefits and specifications for customers use. There is a specific Government link for our present and future Sourcewell customers.</p> <p>d) Collaboration with Other Sourcewell Suppliers. We have made a concerted effort to develop relationships with other contracted suppliers who offer similar fleet products to Sourcewell members. When secured, we honor all contract pricing they publish. In reverse, we have communicated to these same suppliers that our contract specifically provides project management and installation services for any member that contacts them direct. We have established relationships with Gilbarco, Chargepoint, Syntech/Fuelmaster and others.</p> <p>e) Direct Marketing. We distribute direct mailers to Sourcewell members in batches of 10,000-20,000 every quarter (see uploaded sample). Blue1 maintains an "edited" Sourcewell members list that is updated weekly with new members. As we have grown this segment of our business, we add all the key member names, titles and email addresses.</p> <p>f) Email Blasts. We use our "edited" email list to send email blasts to members every quarter, informing them of our ever-expanding list of new products and services.</p> <p>g) Direct Sales. Our entire Blue1 sales team are fully trained to make joint sales calls with our local distributor partners to help members decide on the best product solutions that will improve their site specific fleet operation. Our national government sales manager has over twenty-five years industry experience and uses this experience to help qualify and educate the Sourcewell members prior to any joint sales call.</p> <p>h) Distributor Sales Network and Training. Our extensive distributor network includes over 800 full time equivalent sales representatives that are thoroughly trained on our Blue1 products and services, along with the internal processes of helping each Sourcewell member best utilize the Blue1 contract. We conduct regular training webinars across the country with our partners so they can fulfill all of the members fleet equipment needs. Examples of these webinars include Sourcewell specific joint marketing and target marketing coordinated with our direct marketing mail campaigns.</p> <p>i) Marketing Collateral and the Sourcewell contract holder logo. We incorporate the Sourcewell logo on all of our company literature, including business cards, stationary and throughout our Blue1 website. Samples of our DEF and petroleum product literature that we utilize electronically and at trade shows is uploaded for your review.</p> <p>j) Whitepaper and Customer Testimonials. We intend to publish whitepaper articles that are both relevant and educational for all government fleet managers. Customer testimonials will be included whenever possible.</p> <p>k) Marketing Blogs. Blue1 publishes industry specific blogs that are included on our new website. These are updated on a regular schedule.</p>

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have recently launched an extensive, new website that includes our entire DEF product offering since the merger between Blue1 and Titan. It was built with the intent to easily modify as our products and services are expanded. After we were awarded the Sourcewell contract five years ago, we have learned the important of educating our customers/members with a very detailed section that includes videos, documents and project information. In addition, it is our intent to add Customer Relationship Management (CRM) software that will incorporate our customer/member list, trade show and other market information so we are able to track all marketing and communications efforts, both from our Blue1 sales team and our nationwide distributor sales network. As mentioned in #32 above, we publish industry specific blogs on our website to keep members informed of relevant industry and equipment news.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We consider Sourcewell as one of our marketing partners. But, we have not and will not rely on Sourcewell to promote our particular product line beyond the initial announcement to members when we secure this bid. We will continue to proactively promote our contract through trade shows, direct mailers, distributor webinars, telemarketing and regular communications with Sourcewell members. We have initiated a formal Sourcewell training program with all our distributors that not only includes our products and services but all the benefits of utilizing the contract. We plan to integrate Sourcewell's resources helping us train our distributor sales teams. We contact Sourcewell any time we are made aware of any legal matter we cannot rectify without Sourcewell's legal input.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	At the present time, e-procurement is not available. Most of our equipment and systems are very site specific with many qualifying subjects to be addressed prior to formal purchase orders.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our customer training is standard with all our DEF, petroleum and alternative energy products sold. Once our aboveground system(s) has been installed, tested and calibrated, we provide an extensive training checklist for our local distributor to review in detail with the local manager. The checklist provides for a review of all pertinent equipment functionality of every component, including a thorough review of all local and state safety requirements. To ensure training compliance, we require the form to be signed by the local member/manager then returned to Blue1 for future reference. In addition to on-site training, we also provide and review the applicable aboveground systems Owner's Manual. An Owner's Manual is included with every DEF system sold.	*
37	Describe any technological advances that your proposed products or services offer.	Our Blue1 Energy Equipment DEF systems offer several industry-leading technological advances. The exterior on all of our storage systems are made of 100% composite materials. This prevents rust or corrosion from deteriorating or discoloring the exterior while extending the life of the entire unit. Another unique feature is that our stainless steel piping and fittings are sealed with a unique press-fitting tool that permanently prevents fluid leaks of any sort. No other DEF manufacturer uses these proprietary materials or processes, which results in greater reliability and long term value for Sourcewell members. The latest, cutting-edge technology is also available with any applicable EMV credit card dispenser. Blue1 is developing proprietary technology with next generation connectivity interface capabilities.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Blue1 offers DEF storage and dispensing equipment to Sourcewell members that is considered essential to operate their diesel vehicle fleets. Just as a gasoline or diesel pumps are needed to dispense fuel into a vehicle, the same, is in fact, required for Diesel Exhaust Fluid (DEF) equipment since this fluid is now needed to meet the EPA mandate to reduce harmful Nitrogen Oxide (NOx) from all diesel vehicle engines. All diesel engine manufacturers are employing selective catalytic reductive (SCR) technology, which requires the use of DEF fluid, which requires proper and separate storage and dispensing equipment everywhere there is a diesel pump. This SCR technology reduces harmful NOx emissions by 90%. In addition, the use of DEF has proven to improve a vehicles fuel economy by 3-5%. Even though the DEF fluid is non-toxic and non-hazardous, our storage systems provide secondary containment against leaking fluid. All of our aboveground diesel and gasoline equipment meets local and federal regulations concerning secondary equipment, spill containment and overfill prevention. These features protect the environment from potential fuel spills and leaks. The lighting on all our customer canopy's are specified with energy efficient, LED bulbs. We provide optional solar panels for the battery chargers on our mobile fuelers. Alternative energy products that we provide to members include our propane autogas equipment, EV charging equipment and solar energy solutions.	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All of our DEF Platinum mini-bulk storage units carry an R6 insulation rating that protects the fluid from extreme heat and cold weather. We have no other third-party certifications of any kind that are related to energy efficiencies.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We are self-certified as a Small Business Enterprise (SBE), per the Small Business Administration's guidelines by product code, revenue and number of employees.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Although the functionality of our equipment may be similar to other providers, there are numerous value added attributes that make our company and equipment solutions unique. These features include:</p> <ul style="list-style-type: none"> * The core business of Blue1 has always been aboveground storage solutions. Our extraordinary 30 years of AST (aboveground storage tank) equipment experience makes us uniquely qualified because we have never diluted any of our resources by trying to become both underground and aboveground equipment experts. No other national competitor can make this claim. * As the sole-source provider, the Blue1 benefit for members is their ability to communicate with one company and one person throughout the total build-out of any fleet fueling project, thus freeing his/her time to manage their primary duties without interruption. Our competitors do not have the same breadth of equipment solutions and services as Blue1. Members know exactly who to call with any questions versus having numerous suppliers point fingers at each other for problems that may arise. * Blue1 has the largest network of distributors, resellers, sales reps and service technicians in North America. We have equipment installed in every major city, every state and every province in North America. • Turn-key, project management and installation services for all our systems and equipment. • With over 2,000 units installed across North America, our DEF storage and dispensing systems have proven to be the most reliable product in the marketplace available today. • Optional annual inspection contracts that prevent minor issues from escalating into major environmental problems. • Financing options for all of our DEF and petroleum equipment solutions. • Sourcewell member training upon installation of one of our systems. • Technological advances as mentioned in question #37 above. • All of our Blue1 DEF systems are manufactured and assembled to meet UL 508A and CSA 22.2 electrical requirements. (This is NOT the case with some of our competitors). • Our turn-key, aboveground storage tank systems (AST) for diesel and gasoline are assembled to meet our strict engineering standards in one of our regional tank factories. This ensures consistent quality and reduces expensive cross-country freight charges. • Our services include the removal of underground storage tanks, which is important today due to expiring warranties for older, out of warranty tanks that were installed thirty years ago. • Our experienced distributor network will help expand the Sourcewell membership by communicating the benefits of Sourcewell cooperative purchasing. • Recognizing that equipment downtime is very disruptive and expensive. Blue1 provides optional 24/7 service for all major downtime equipment problems, whether in or out of warranty. • We offer a full range of environmental services that are required for all petroleum sites. These equipment regulations are complex and may include local, state and federal inspections and repairs with detailed record-keeping requirements and fines, if not maintained properly. • Discontinued, close-out items are offered periodically to members on our product "Hot List" 	*

Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Yes, the warranty for our Platinum mini-bulk systems and aboveground fuel storage systems provides full coverage for twelve months, including parts and workmanship for all factory installed components. The warranty for our pump assemblies includes parts only. It does not include labor. Uploaded for your review are both the Blue1 DEF Platinum and Petroleum AST warranty documents.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. There are no imposed usage restrictions. Regular maintenance as detailed in the Owner's Manual is required on the equipment.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. Our warranty for our Platinum mini-bulk systems and aboveground fuel storage systems covers both travel time and mileage.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. Blue1 provides certified technicians for warranty repairs in all geographic regions of the United States and Canada.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Blue1 honors the warranty for any OEM part or component that is included on our systems.
47	What are your proposed exchange and return programs and policies?	Once our product or system has been installed in the field, we will make every effort to repair on site, to the customer's complete satisfaction. Any part deemed to be defective, will be assigned an RMA number, then returned to the factory. All returns are at the complete discretion of Blue1. We will express ship replacement parts at our expense so the member's down time is minimized.
48	Describe any service contract options for the items included in your proposal.	Optional extended service contracts are quoted based on the member's site specific fluid and product requirements.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Terms for all invoices are net 30 days. Because many of our turn-key projects include long lead times, sometimes exceeding six to nine months, Blue1 reserves the right to invoice the member for "progress payments"(aka, "progress invoices"). These progress payments typically are broken down by; a) permitting and site work completion, b) large equipment deliveries and initial installation. C) Upon final completion and approval of the project, we will bill the member with one final invoice.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes. We offer extended terms for financing of any Blue1 system. We also offer outside financing assistance with companies such as National Cooperative Leasing.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Every Purchase Order from a Sourcewell member must include our secured contract number. Once this PO is received, we review for accuracy which includes a complete product description, part numbers (if applicable), scope of work for installation services and itemized pricing. Upon confirmation of all these details, we will send the member a site specific "Order Confirmation" form that must be included to confirm all details (door and dispenser orientation, etc), or applicable system drawings. Once the completed document is returned to us, the order is entered into our manufacturing schedule. These member orders are entered into our Sourcewell quarterly spreadsheet which is updated weekly.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. We accept all government issued P-cards and major credit cards. A three-percent (3%) service fee is passed on to the customer for all orders greater than \$3,000

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Sourcewell members receive a percentage discount off each product category's list price. Uploaded are both the Blue1 list price catalog and the member's NET price catalog. Each catalog has every SKU itemized by category. Our individual product category's include Diesel Exhaust Fluid (DEF), petroleum equipment and alternative energy products (propane, solar energy and EV charging). We also provide turn-key installation services for all of the products we provide. As mentioned in our answer to question number 32, we will continue to collaborate with other Sourcewell contract holders (Gilbarco, Chargepoint and others) to provide and install their products, which include but not limited to, EV charging and fuel management equipment.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Members receive a twenty-percent (20%) discount off all Diesel Exhaust Fluid (DEF) equipment. Members receive a ten-percent (10%) discount off all petroleum and alternative energy equipment list. When requested, we will provide and install other Sourcewell contract provider's products (I.E., Gilbarco or Chargepoint). We will honor the applicable company's specific published contract price. Because our installation services are all site specific, our installation price to members is our cost, plus an eighteen-percent (18%) margin.

55	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell members will receive an additional five-percent (5%) discount if their purchase order includes an order for five or more of our systems. These systems may have multiple delivery sites and/or delivery dates. A "system" is defined as one of our DEF Platinum mini-bulk storage units, DEF storage Cube, diesel or gasoline storage system, or mobile diesel fuel system. Members will also receive an additional ten-percent (10%) discount off any DEF system listed above when their order includes the purchase of a petroleum system for a new or existing fuel island. Therefore, members may receive up to thirty-percent (30%) off our published DEF list prices when a DEF system is purchased along with a fuel island storage tank. Members may receive up to thirty-five percent (35%) off the published DEF list price when they purchase fuel storage equipment for five or more locations.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For all sourced product items, we will work on a cost plus eighteen-percent (18%) margin, which will be quoted on a site specific, case-by-case basis.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no costs that would not be included, unless the customer requests an additional quote for unforeseen additional equipment or installation services. We would then require approval of a "Change Order Request" that would include all additional charges. The same original PO will be used for this additional work. If a member requests a performance bond after he has received and approved our quote, the additional fee will be added to the original quote at our cost plus eighteen-percent (18%) margin. Sales tax will not be included in any of our quotes. If a member cannot provide us with their proper tax exemption information, we must include the appropriate tax amount on our final invoice.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight terms for all of our aboveground systems are FOB, factory. Unless otherwise stated, we will ship all products "prepaid and add". All applicable freight charges will be itemized and included on the final customer invoice. If requested, members will receive an estimated freight quote with the initial quote from Blue1. The formal off-loading of tank systems will be arranged with the installation sub-contractor or end-user. If they prefer, the customer/member has the choice to arrange their own shipping and transportation. Applicable freight charges will be added to the final invoice.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight to Alaska, Hawaii Canada are quoted the same as mentioned above. All Canadian customs charges are the responsibility of the Sourcewell member and must be arranged prior to any products departing the factory.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	With pre-approval from a member, Blue1 can expedite shipments to destination to meet certain budgeting cutoff requirements. These expedited fees will be quoted and must be approved in advance. Most of our distributor's inventory the most commonly used replacement parts for our DEF and petroleum systems. These can be delivered and installed to the customer's site anywhere in the US or Canada to minimize any operational downtime.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	When a purchase order is received from a Sourcewell member, all of the itemized products, services and prices listed on the PO will be confirmed with our Sourcewell NET price catalog. This member's PO will then be added to our Quickbooks customer data base. This member will also be added to our Sourcewell quarterly spreadsheet that tracks every member's PO, from production planning to the final installation and sign-off by the member. Upon receipt of the final payment and end of each quarter, Blue1 will calculate and pay Sourcewell the appropriate administrative fee. Because of the complexity of numerous product lines provided to any one member at the same site (I.E., DEF, petroleum and/or alternative energy equipment), billing will be direct from Blue1. If one of our distributors sells any one product direct to a Sourcewell member, the distributor must provide Blue1 with a copy of the member's purchase order so we can verify the proper billing amount(s). This distributor invoice will be added to our Sourcewell log for payment of the appropriate administrative fee.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Blue1 Energy Equipment will pay Sourcewell a two-percent (2%) administrative fee for all equipment, open-market items, installation and environmental services listed in our Product and Pricing catalog (attached). This fee will be paid within 30 days at the close of each quarter

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Due to the breadth of our fleet fueling equipment and extension distributor network, Blue1 Energy Equipment is considered one of the largest and most respected suppliers in the nation for our ability to provide complete fuel island infrastructure solutions for fleet customers of all sizes and categories.</p> <p>As a fully integrated provider of aboveground fleet fueling systems and equipment, the Blue1 product line includes systems and equipment for DEF, petroleum and alternative energy solutions. Our DEF products include turn-key storage and dispensing systems, pump assemblies, bulk storage tanks, tote cabinets and portable dispensing systems. Our aboveground petroleum equipment includes products for both diesel and gasoline vehicles. The aboveground equipment includes turnkey storage systems, mobile fuel systems, dispensers, canopies, emergency fuel pump systems, inventory monitoring equipment and fuel management systems. Our alternative energy products include propane autogas, EV charging and solar energy solutions.</p> <p>Blue1 also provides turnkey, worry-free installation services lead by our highly experienced project management team. Depending on the site specific requirement, these project management services may include any or all of the following: Complete mobilization of all sub-contractors and equipment, facilitation of construction and safety meetings, coordination of transportation and off-loading services, securing of all required local and state and permits, equipment and installation of required electrical services, concrete pads and posts, installation of any open market equipment, start-up, calibration, testing and training of local personnel.</p> <p>Blue1 also provides important environmental services required for all fleet members. These site specific services available include underground tank removal and soil remediation (if needed), inspections and compliance assistance, equipment testing and repairs, fuel cleaning and, spill prevention and storm water plans.</p> <p>There is no other company in the country that not only provides proven, reliable equipment, but installs everything, on-time and within budget.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Diesel Exhaust Fluid (DEF) Equipment</p> <ul style="list-style-type: none"> Platinum mini-bulk storage systems Tote cabinets Cube storage systems Bulk DEF storage tanks PDU, portable dispense units DEF dispensers and pump assemblies DEF parts <p>Petroleum Equipment</p> <ul style="list-style-type: none"> Aboveground storage tanks & fueling systems Mobile fuel systems Fuel dispensers and pumps Canopies Fuel management systems Inventory monitoring equipment Emergency fuel pump systems Misfuel prevention device Petroleum parts <p>Alternative Energy Equipment</p> <ul style="list-style-type: none"> Propane autogas storage and dispensing systems EV charging equipment Solar energy products <p>Installation and Other Services</p> <ul style="list-style-type: none"> Project management Shop and engineered drawings Local and state permitting Safety meetings Underground tank removal Mobilization of labor and equipment Electrical power & communications networks Construction services (concrete pad, protective posts & other) Start-up, calibration, testing & training of local personnel Environmental services, repairs and certifications

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

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

Line Item	Category or Type	Offered *	Comments	
66	Aboveground fuel and fluid storage tanks	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide not only the storage tanks but are the industry leading provider of aboveground, turn-key systems	*
67	Fuel and fluid hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide any ancillary hardware for fueling pumps, dispensers, and tank systems.	*
68	Fuel and fluid management software	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide this equipment through our own independent sources or in collaboration with other Sourcewell contract holders.	*
69	Installation, testing, maintenance or repair services	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide turn-key services across N. America for installation, testing, maintenance, and repair services.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The measurement of our progress and success with Sourcewell begins with implementation of our marketing plan detailed in answer number 32. All new leads received are logged based on how they initially heard about Blue1 (I.E. direct mailer, SW website, B1 website or trade show). Every inquiry is logged in our local "Pipeline" Report. Every one of these inquiries is tracked from the initial phone call, through numerous progress levels, all the way until a formal commitment is received from the member. We then log the new purchase order into our system and track through all stages of production and installation. Sourcewell revenue is tracked locally from one quarter to the next. Our goal for the last five years (which we have exceeded) has been to increase inquiries and revenues, every month, every quarter and every year.
71	Describe the security systems in place for protecting and controlling access to your solutions.	The fueling systems installed by Blue1 Energy Equipment will have security systems in place in two different manners. The first would be all dispensing equipment is secured by fuel management equipment (FMS), ensuring only authorized users can dispense. If there is not an FMS, the fueling systems are required to be secured on private property with fencing and locking gates surrounding the fuel island.
72	Describe how you will secure any participating entities' data captured during transactions.	Most fuel islands are installed with fuel management systems that monitor and track critical data for fueling vehicles. Tanks are typically monitored with automatic tank gauging reporting usage and fuel levels within the tanks as well. This data is stored within a software system or remotely in a cloud accessible via the internet.
73	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	Our offerings are purpose built solutions engineered for the needs of the end user. Site specific fuel islands are designed for maximum efficiency of the traffic logistics and optimal product flow for fueling vehicles.
74	Describe how you work with participating entities to ensure environmental best practices are followed.	All of our petroleum and DEF systems are engineered to protect members from harmful environmental issues. All of our storage and dispensing solutions include: <ol style="list-style-type: none"> 1. Double wall or secondary containment that prevents leaks from reaching ground water sources 2. Overfill prevention valves that automatically shut off when fluid levels in a tank reach 95% of capacity. 3. Delivery containment "buckets" that protect from product spills when a delivery drivers disconnects his hose. 4. Automatic shutoff nozzles that prevent drivers from overfilling their vehicles and spilling product onto the ground. In addition, we also offers a complete range of environmental services including inspections and compliance consultation, equipment testing and repairs, and Spill Prevention (SPCC) and Storm water (SWPPP) plans. All systems are installed to meet all local and national environmental codes. Best practices for potential spill cleanup are reviewed during installation and training.
75	Describe how your organization meets all relevant environmental regulations.	All of our DEF pumps, dispensers and storage systems conform to ISO 22241-3, 4 and PEI RP-1100 industry standards. All our Platinum mini-bulk storage systems are manufactured per UL-508A and CSA C22.2 system certifications. With thousands of systems installed and operational around the world, we have been the gold standard within our industry.
76	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	With thousands of systems installed in North America, Blue1 has NOT had any regulatory infractions or sanctions whatsoever.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - South States Bank Reference Letter.docx - Monday September 21, 2020 10:36:45
 - [Marketing Plan/Samples](#) - Blue1 Marketing Documents.zip - Tuesday September 22, 2020 09:11:23
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Blue1 Warranty Documents.zip - Tuesday September 22, 2020 09:12:00
 - [Pricing](#) - Blue1 Sourcewell Pricing Catalogs.zip - Friday September 25, 2020 10:49:42
 - Additional Document (optional)

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tom Nuckolls, President, PureGreen Equipment Services, LLC (dba Blue1 Energy Equipment), a wholly owned subsidiary of Titan Chemical Transfer Solutions, LLC

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

Yes No

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

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

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

**AMENDMENT #1
TO
CONTRACT #092920-TAN**

THIS AMENDMENT is by and between **Sourcewell** and **PureGreen Equipment Services, LLC (dba Blue1 Energy Equipment)** (Vendor).

Vendor was awarded a Sourcewell Contract for Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services effective December 2, 2020, through December 7, 2024, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Section 20. Insurance, Subsection A. Requirements, Item 5. Network Security and Privacy Liability Insurance of the Original Agreement is modified to reduce the minimum limits required to \$1,000,000 per occurrence and annual aggregate.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
 By: Jeremy Schwartz
 Jeremy Schwartz
C0FD2A139D06489...

Title: Director of Operations & Procurement/CPO

Date: 3/20/2021 | 8:34 AM CDT

**PureGreen Equipment Services, LLC
(dba Blue1 Energy Equipment)**

DocuSigned by:
 By: Adam Polak
 Adam Polak
6811FD7433A5490...

Title: Vice President

Date: 3/19/2021 | 10:54 AM CDT

Sourcewell-APPROVED:

DocuSigned by:
 By: Chad Couette
 Chad Couette
7E42BBF817A64CC...

Title: Executive Director/CEO

Date: 3/20/2021 | 8:40 AM CDT