

**MASTER AGREEMENT #081524****CATEGORY: Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services****SUPPLIER: E.J. Ward**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and E.J. Ward, 12621 Silicon Drive, Suite 113, San Antonio, TX 78249 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

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

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

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

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

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

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

Sourcewell

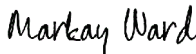
E.J Ward

Signed by:


C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/17/2024 | 5:40 AM CST

DocuSigned by:


799FD4F0CD5048B...

By: _____
Markay Ward
Title: President
Date: 11/16/2024 | 7:09 AM PST

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

Vendor Details

Company Name: E.J. Ward

Does your company conduct business under any other name? If yes, please state: SimplyFuel Solutions

Address: 12621 Silicon Dr. Suite 113
San Antonio, TX 78249

Contact: Mike Wade

Email: mwade@ejward.com

Phone: 210-912-3385

HST#: 88-0284475

Submission Details

Created On: Monday July 08, 2024 16:44:33

Submitted On: Wednesday August 14, 2024 14:09:30

Submitted By: Mike Wade

Email: mwade@ejward.com

Transaction #: 6084c935-1a20-4147-85da-538504d18437

Submitter's IP Address: 172.87.159.37

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Michael Wade	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	SimplyFuel Solutions	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code is: 1ZDQ3 Unique Entity Ident # LTQFD9439T33	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS Code 561110-23	
6	Proposer Physical Address:	12621 Silicon Drive, Suite 113 San Antonio, TX 78249	*
7	Proposer website address (or addresses):	www.ejward.com www.simplyfuelsolutions.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Markay Ward, President 12621 Silicon Drive Suite 113 San Antonio, TX 78249 mward@ejward.com 210.824.7383	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Wade Vice President, Sales and Marketing 12621 Silicon Drive Suite 113 San Antonio, TX 78249 mwade@ejward.com 210.912.3385 (cell)	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Robert Kettyl Chief Operating Officer 12621 Silicon Drive Suite 113 San Antonio, TX 78249 210.824.7383 x116 rkettyl@ejward.com	

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Since E.J. Ward, Inc. (Ward) installed the industry's first fuel management system for the City of San Antonio in 1974, we have consistently led the field in fuel management technology. Over the past 50 years, Ward has been a pioneer in automated fuel management system technology across the United States. Our success is rooted in our unique business philosophy, which leverages our unparalleled product experience. This approach allows us to deliver the most advanced fuel management system, ensuring the highest level of government client satisfaction and setting us apart from our competitors. Our enduring business philosophy is to build on the successes of our current Sourcewell contract. We are committed to providing Sourcewell Members with the best solution available, utilizing the Ward Sourcewell above-ground Fuel and Fluid Storage, along with our comprehensive hardware, software, and services. Below is a brief history of Ward's Industry Longevity Highlights: 1975 – the City of San Antonio requests Ward to develop the first Automated Fuel Management System. 2000 – CANceiver™ device is developed to monitor and record vehicle status, odometer readings, and driver behavior and to automate access to the fuel pump and other vehicle fluids. 2012 – The W4 product line is released - replacing all major product components for W3 Fuel Control Terminals, CANceivers, and Fuel View software. 2014 – Fuel View 8 is released with an improved user interface and dashboard. 2018 – Internet of Things Fuel Control Terminal is launched, delivering real-time status and remote pump control. 2020 – Ward - Go Fuel - Interface is released, allowing Ward to communicate with third-party GPS providers to provide automated fuel pump access, recording transaction details and odometer reading in Fuel View. Ward has the resources, technical expertise, project expertise, and proven state-of-the-art hardware and software to implement large, custom applications across multiple hardware and software platforms. Because we design, engineer, and manufacture the hardware and software at our San Antonio, Texas, corporate headquarters, Ward can deliver a Fuel Management System with the most significant long-term performance and value for Sourcewell Members. By combining our broad experience with both small and large government system implementations and the adherence to strict quality control standards, the success of Ward's Automated Fuel Management Systems can be seen nationwide through our loyal, diverse, and satisfied client list, some from our very beginning and many for decades.	*
12	What are your company's expectations in the event of an award?	Ward has demonstrated our ability to successfully utilize Sourcewell through increased sales to numerous Sourcewell government customers year over year (see Additional Document - Sales Growth). Expectations in renewing our Awarded contract are to continue building on proven Sourcewell successes by providing Sourcewell Members easy access to the most advanced, cost-effective fuel and fluid systems available and significantly increasing sales throughout the United States. The Sourcewell Contract will continue significantly increasing Ward's sales and market share by enabling us to enter new government markets. By utilizing Ward's Sourcewell contract, Government Fleets will have the opportunity for genuine savings in purchasing their fuel management solution and realizing a significant impact on reduced fuel cost and greater control and insight into their fleet's fuel consumption.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION	Ward is one of the most financially stable privately held companies in the fleet fuel management industry. We have the financial ability to opportunistically evaluate potential new markets and products even during the most distressed market conditions. Since our founding in 1974, Ward has demonstrated uninterrupted financial strength and maintains the soundness to support future growth, continued innovations, and stability in a challenging economy. Ward encourages Sourcewell to contact our bank for any additional financial information. Frost Bank contact: Daron R. Lofton Senior Vice President Corporate Banking Community Leader Northeast I-35 Frost – Banking, Investments, Insurance 16895 Interstate 35 North, Schertz, TX 78154 Office: (210) 220-6875 Cell: (210) 279-4844 Fax: (210) 220-6830 daron.lofton@frostbank.com www.frostbank.com	*
14	What is your US market share for the solutions that you are proposing?	Ward's US market share is approximately 50% within the government market.	*

15	What is your Canadian market share for the solutions that you are proposing?	Ward's Canadian market share has been less than 5%.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Ward has never petitioned for bankruptcy protection	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Ward is best described as a manufacturer, although we have a strong relationship with reseller distributors and contractors. We provide direct customer service and we have a formal Service Certification program for regional authorized Fuel Contractors to certify them to provide service for Ward customers. Our Regional Sales Managers and Support Team work extensively with these independently owned Distributors and Contractors regarding product training, new customer acquisitions, and expanding our existing customer base to deliver Ward products and services proposed in this RFP. Ward is also a long-time partner and reseller of OMNTEC Tank Monitoring Systems, and we have newly partnered with BTC Power and Star Charge EV charger manufacturers.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Ward Technicians are thoroughly trained on all our products through a comprehensive training program in our San Antonio, Texas, corporate facility encompassing a week-long technical extensive curriculum that includes hands-on training. We also require our Contractors to be Ward Certified through a similar training program. Once certified, we continue training Ward Technicians and Contractors through an ongoing Certification Program. Where applicable, Ward Technicians must also be OMNTEC and Veeder Root certified.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Ward has never been suspended or debarred.	*
20	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	Ward has never had regulatory infractions or sanctions.	
21	Describe any relevant industry awards or recognition that your company has received in the past five years	Ward received the FleetPros Vendor of the Year award in 2022. FleetPros is a multi-state fleet organization in which Sourcwell is a key contributing supporter. Ward's customers have routinely recognized us as a critical fuel management technology partner. Ward has also been recognized as an industry Thought Leader at numerous industry-related conferences. As a featured fuel/fluid management technology company, Ward actively participates in many fleet associations, including GFX, NAFA, FleetCon/FleetPros, and 100 Best Fleets.	*
22	What percentage of your sales are to the governmental sector in the past three years	In the past three years, Ward's sales to the government sector have been approximately 83%.	*
23	What percentage of your sales are to the education sector in the past three years	In the past three years, Ward sales to the educational sector have been approximately 10%.	*
24	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Ward holds a Sourcwell Purchasing Contract. Ward has successfully utilized Sourcwell in dramatically increasing its sales year over year. Our Sourcwell sales over the last three years have been: 2021 - \$727,000 2022 - \$2,921,000 2023 - \$4,354,000	*

25	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Ward does not have a GSA or SOSA. We believe having a Sourcewell contract is sufficient to continue increasing government sales and to provide Sourcewell Members with the most advanced fuel-related technology available.	*
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Table 2A: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Frisco	David Kendrick	(214) 886-7317	*
Howard County	Gary Bois	(410) 313-2049	*
Charleston County	Chris Taylor	(843) 729-1953	*
City of Stockton	Alanna Bindi	(209) 937-7416	
Los Angeles County Sanitation	Edward Gomez	(562) 755-9243	

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

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

Line Item	Question	Response *	
27	Sales force.	Mike Wade, Vice President of Sales and Marketing, leads Ward's Sales Team. He has an in-depth understanding of the Sourcewell Program and has attended both the Sourcewell University Training Program and multiple Sourcewell H2O Conferences; Mike has utilized the Ward Sourcewell Contract in selling numerous government customer contracts. Ward's Team of five Directors and Regional Sales Managers have utilized Ward's current Sourcewell contract to successfully sell the value and benefits of Sourcewell to government agencies throughout the United States. All of Ward's outside salespeople are strategically located throughout the United States, and able to provide Sourcewell Members with a strong regional focus. E.J. Ward is fully committed to supporting the Sourcewell program, with a strong Inside Sales Team always available to meet the needs of Sourcewell Members. The Team's availability underscores our dedication to providing excellent sales and service.	*
28	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Ward will utilize a network of Distributors/Pump Contractors throughout the United States who will be instrumental in selling to and supporting our Sourcewell Member customers. Through a strategically located Distributor network, Ward is positioned to fully utilize the Sourcewell Program to offer maximum value and benefits to Sourcewell Members.	*
29	Service force.	Ward maintains direct employee service operation centers throughout the United States that are staffed by full-time employees in Los Angeles New Jersey New York San Antonio Ward also utilizes a strategic network of Certified Contractors who provide service throughout the United States. Our Engineering, Design, Production, Warehouse, and Call Support Center are all based in San Antonio, Texas, providing service to Sourcewell Members.	*
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All Sourcewell orders are flagged for special processing in our ERP/Accounting system for accountability and correct processing. At the end of each quarter, a report provides the order totals for that quarter. Ward processes the purchase orders, and Distributors are included in the process if involved. Ward has implemented a new process that assures quarterly Sales Reporting is accomplished on time.	*

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Ward believes the foundation of our success derives from being the best-in-class in every aspect of our technical and software service and support. For Ward to deliver best-in-class customer support, we have committed significant resources to hiring people and continually improving our business processes and technology. Ward's ability to exceed customer expectations is what differentiates Ward as the leader in the fleet fuel management market. Ward has developed a comprehensive enhanced customer service program that surpasses customer expectations. Several key components of Ward's customer service program include: • 24/7/365 Support Team • Customer-focused metric program to measure response time, issue resolution, and overall customer satisfaction. • Customer-centric employee training program to ensure all employees have the tools and resources available to provide the highest level of technical customer satisfaction. • Capture customer needs and translate these needs into a comprehensive customer-focused program. • Frequent updating of technical documentation material and user manuals to meet customer priorities. • Go to Meeting and Go to Assist are two examples of utilized technology in customer communications. Exceptional best-in-class customer service supports Ward's ability to exceed our Sourcewell customers' expectations consistently. Ward's responsiveness and attention to customer support are reflected in the numerous accolades Ward has received from our many existing Sourcewell customers. This end-to-end customer approach is the underlying goal of Ward. Ward's customer care methodology and the underlying system are designed to quickly and effectively address any issues. Ward's total satisfaction goal is to ensure Sourcewell Members have the uptime performance their operation requires. All service calls to the customer care help desk are logged and routed to the appropriate department and assigned a case number. The Case Number is the Sourcewell Member tracking number for resolution and satisfaction.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Ward has consistently demonstrated our ability and willingness to provide services and products to our current Sourcewell Members through our existing Sourcewell Contract. Through periodic internal Sourcewell review sessions, Ward employees are continually kept apprised of the many benefits Sourcewell provides to Sourcewell Members. For 50 years, Ward has proven our ability to provide our customers with reliable equipment, responsive support, and technical competency. Future focused, considerable resources are allocated to Product development of our IoT product line and software development that are redefining the industry. Ward also commits significant resources to advance Customer support with innovative support tools and technology, ensuring we continually provide best-in-class service. Ward has developed a partnership solution that will continue to provide Sourcewell Members with the most cost-effective solution and firmly believes we provide Sourcewell Members with the most advanced and effective fuel management solutions for value and savings.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Ward has the ability and is fully willing to provide service to Sourcewell Member agencies in Canada. Ward has previously provided our products and services to Canadian fleets and will continue under the new Sourcewell Awarded Contract.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no geographic areas in the United States or Canada that Ward will not serve through the proposed contract.	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There are no Sourcewell participating entity sectors that will not have full access to Ward's solutions if awarded an agreement.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Ward has no specific contract requirements or restrictions that would apply to our participating entities in Hawaii, Alaska, or the US Territories.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	There will not be any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that Ward will not fully serve through the proposed contract.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Ward has a dedicated Sales and Marketing Department focused on developing marketing strategies across numerous governmental agencies. Our commitment to Sourcewell Members is evident in the comprehensive Government Marketing programs we have developed and continue to refine. Utilizing our existing Sourcewell Marketing Best Practices, Ward will continue to promote the above-ground fuel and fluid storage program with related hardware, software, and services. Ward will also proactively target Sourcewell Members, demonstrating to them the Sourcewell value Ward provides. INDUSTRY TRADESHOWS/EXPOS Ward actively attends and is expanding the number of fleet industry trade shows/conferences throughout the United States and continues to promote our Sourcewell Contract at all regional and national fleet government-attended conferences/trade shows (See Extra Document). Some 2024 Expos include: • GFX • NAFA • PWX (APWA) • APWA State Conferences • FleetCon (FleetPros) • FLAGFA • Public Fleet Summits • Sustainable Fleet Technology • ACT Expo Ward will utilize news and public relations to reach Sourcewell Members. Ward develops customer-specific case studies/public relations releases highlighting best practices and how our customers have benefited from utilizing Ward solutions. Ward will continue to use this program to include above-ground fuel and fluid storage with related hardware, software, and service contracts. Ward's contacts database encompasses the United States and Canada, and we will develop Sourcewell-specific campaigns utilizing Ward's CRM to expand new Sourcewell sales. Ward will develop Sourcewell-specific campaigns focusing on new and existing customer relationship management-focused on eMarketing campaigns. Through Ward's electronic and print advertising program, Ward includes Sourcewell in our government-specific advertising and media relations program, enabling us to reach Sourcewell Members and non-Members through fleet industry-related advertising. Ward has developed a comprehensive digital marketing program encompassing numerous digital data programs, including webpages, links, metadata, and social media platforms. The following represents several vital programs we have successfully implemented and will continue to utilize, promoting the Ward Sourcewell Contract. WEBSITE https://www.ejward.com/ https://www.ejward.com/about-us/sourcewell-cooperative-purchasing/ Our website's home page and footer contain the Sourcewell logo linked to our dedicated Sourcewell page, which includes the caption "How we provide you value as a Sourcewell awarded contract!" The following content is on Ward's Sourcewell page: Cooperative Purchasing With Sourcewell: With cooperative purchasing through Sourcewell, you save money and time by combining the buying power of more than 50,000 government, education, and nonprofit organizations and streamlining government-required purchasing processes for purchasing your fuel management system. The power of cooperative purchasing provides Government Fleet Managers with compelling solutions that efficiently leverage purchasing dollars for fuel management solutions. Joint Powers laws enable Members to legally purchase through hundreds of competitively solicited cooperative contracts ready for use. Sourcewell offers fleet Members Contract Purchasing Solutions leveraged nationally to enable contracted suppliers and Member agencies to work smarter and more efficiently as they do business with each other. Sourcewell establishes a business and service alliance between Member buyers and contracted suppliers, ensuring a valued and successful national cooperative contract program. Download the Cooperative Purchasing Reference Guide brochure to learn about Cooperative Purchasing. Click here to access Ward's Sourcewell page – and begin saving! (end website) Our Sourcewell webpage includes a link to Sourcewell's Ward Contract page, the Sourcewell Reference guide, and the Sourcewell YouTube video. Ward has developed a meta tag promoting the Ward Sourcewell Program on the Ward website. The meta description on the Sourcewell dedicated page reads: "As Sourcewell awarded contractor, Ward provides fleets with the value and power of cooperative purchasing and saving thousands of dollars." SOCIAL MEDIA Ward incorporates Sourcewell into our active LinkedIn media posting (see Additional
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		Document for sample posts). EMAIL SIGNATURES Ward has successfully incorporated Sourcewell's logo into our corporate email signature; all Ward employees include the Sourcewell logo in their email signatures (See Extra Document). PRODUCT LITERATURE The Sourcewell logo is incorporated within all of Ward's product literature.	
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Ward has developed a comprehensive digital marketing program encompassing numerous digital data programs, including metadata usage, social media, and website platform strategies. The following represents several vital programs that Ward has successfully implemented and will be utilized to promote the Ward Sourcewell Contract. Ward has a dedicated web page solely for Sourcewell. Our home page and footer contain the Sourcewell logo linked to the page dedicated to Sourcewell on the Ward website, which includes the caption, "We provide you value as a Sourcewell awarded contract!" WEBPAGE The following represents the content on the Ward/Sourcewell page: COOPERATIVE PURCHASING WITH SOURCEWELL With cooperative purchasing through Sourcewell, you save money and time by combining the buying power of more than 50,000 government, education, and nonprofit organizations and streamlining government-required purchasing processes for purchasing your fuel management system. The power of cooperative purchasing provides Government Fleet Managers with compelling solutions that efficiently leverage purchasing dollars for fuel management solutions. Joint Powers laws enable Members to legally purchase through hundreds of competitively solicited cooperative contracts ready for use. Sourcewell offers fleet Members Contract Purchasing Solutions leveraged nationally to enable contracted suppliers and Member agencies to work smarter and more efficiently as they do business with each other. Sourcewell establishes a business and service alliance between Member buyers and contracted suppliers, ensuring a valued and successful national cooperative contract program. Download the Cooperative Purchasing Reference Guide brochure to learn about Cooperative Purchasing. Click here to access Ward's Sourcewell page – and begin saving! Ward has developed a meta tag program specific to promoting the Ward Sourcewell Program on the Ward website. The meta description on the Sourcewell dedicated page reads: "As Sourcewell Awarded Contractor, Ward provides fleets with the value and power of cooperative purchasing and saving thousands of dollars."	*
40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell has demonstrated an outstanding effort in promoting its contracts at many industry-related trade shows and conferences and on its website. Ward expects Sourcewell to continue this effort. Given Sourcewell's strong brand recognition within the public and government sectors, the Sourcewell contract is an integral component of our sales approach. Ward's existing Sourcewell contract has been utilized extensively throughout the sales process. Our RSMs identify if the potential customer utilizes Sourcewell as part of the Ward sales discovery process, including all employees incorporating the Sourcewell logo and contract number as part of their email signature. Ward Sales also utilizes the strong Sourcewell brand as a critical attribute in saving the potential customer from going through the extensive and costly RFP bid process. Ward routinely provides refresher training for its Sales Team on the benefits that Sourcewell brings to Sourcewell Members.	*
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Ward has a procurement-specific email for our governmental customers to place their orders. Orders@ejward.com is utilized daily by Ward governmental customers in placing procurement orders, many of which are Sourcewell orders.	*

Table 5: Value-Added Attributes (100 Points)

Line Item	Question	Response *
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42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Ward understands that hands-on training is best for Sourcewell Member operators, repair technicians, and users. Ward's extensive training resources, including samples of training material, support documents, training references, and installation manuals, can be provided per request. Ward's training program can be custom-tailored to meet the customer's specific needs. Ward provides training in operation, maintenance, and repair as they apply to each specific item of equipment. Ward's numerous operating manuals can also be provided per request. Ward provides complete training on both the software and hardware systems. Ward's training program is included with the standard purchase of the Ward system, but if the customer wants additional training Ward will provide custom training pricing specific to the customer's needs.	*
43	Describe any technological advances that your proposed Solutions offer.	The new Ward IoT fuel management system is the most technologically advanced in the fleet industry and has been utilized by numerous Sourcewell Members. The Ward FuelView 8 software includes numerous user dashboards, easy-to-use reporting, and integration into fleet maintenance software systems. With the Internet of Things Fuel Control Terminal Sourcewell Members will always be connected. The IoT FCT communicates in real-time and is fully integrated and synchronized with Ward's Fuel View software. New, data-rich display screens include fuel dispensing volumes and pump status indicators. The IoT FCT allows instant remote fueling authorizations, diagnostics, updates, and increased memory and storage capacity. New products include the Ward - Go Fuel - Interface, which fully integrates automated fuel access with Geotab and Samsara devices. Product updates include: Standard authorization methods are fully automated and 100% secure using IoT CANceiver SE, A smaller Fuel Tag and battery-saving push button to operate the Hose Module. Ward also has a dedicated "Think Tank" Group tasked with developing new technologies for Sourcewell members.	*
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Fleets rely on the Ward CANceiver SE for reporting critical vehicle idle time metrics to manage excessive vehicle waste idle time, a key component in supporting fleet green initiatives. Ward also fosters green initiatives within its corporate culture, including using recycled paper products when applicable and including the "Please Recycle" request on Ward-designed packaging.	*
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Although Ward's technology has not had any third-party-issued eco-labels, ratings, or certifications, Ward's products indirectly contribute to impacting green initiatives.	*
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As the first company to develop fuel management technology, Ward brings over 50 years of fuel management expertise with government fleets to Sourcewell members. The Ward fuel/tank management platform is the most advanced in the fleet industry and is utilized by hundreds of government fleets many of whom are Sourcewell Members. Ward's IoT Platform and SimplyFuel program bring the most advanced technology to Sourcewell Members and the most cost-effective solution in the government industry. Ward's ability to customize our solutions enables Sourcewell Members to select the most cost-effective program for their specific fuel management needs.	*
47	Describe the security system in place for protecting and controlling access to your solutions.	SOC2-certified Ward-hosted SaaS was engineered and developed with best-practice industry data security and encryption standards. The customer-hosted option's physical network and server security is under the end customer's control and specific business security rules. The Ward Fuel View software has a multi-level security hierarchy with a complete audit trail as a standard offering. The customer's system administrator controls credentials.	
48	Describe how you will secure any participating entities' data captured during transactions.	Each Ward customers unique requirements define password complexity. Customizable security protocols provide individually defined access to only the level or area required for each Ward Fuel Management System user. User-specific encrypted password roles (manager, operator, analyst, etc.) define read-only and/or user access to assets by division or location-specified levels in any configuration or combination. This will enable Sourcewell Members to secure data capture during transactions.	

49	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	Ward has developed a Fuel Management Solution unmatched in the industry for technology, reliability, efficiency, and scalability. The IoT Fuel Management Solution will improve Sourcewell Member's efficiencies and provide them with a scalable platform that can adapt to their evolving needs. Ward offers Sourcewell Members numerous fuel pump access options, including Fuel Tag and Ring Antenna technology, enabling them to fuel without manually entering information, thus creating a more efficient employee user experience. Integrating the Tank Monitoring System into Fuel View Software provides one software platform versus separate fuel and storage monitoring software platforms. The Ward IoT Solution provides Sourcewell Members with the most advanced fuel management technology, enabling them to exceed their strategic long-term fuel management efficiency goals. The Ward IoT will allow the Sourcewell Members to maximize fuel dispensing activities' efficiency, accuracy, control, and performance.
50	Describe how you work with participating entities to ensure all relevant environmental regulations and environmental best practices are followed.	Ward assigns a Project Manager to every Ward Fuel Management implementation project. During the discovery and implementation phases, the Project Manager will engage the customer in addressing any environmental concerns or issues. Each Sourcewell Member may have different environmental policies, so Ward works hand in hand with them to ensure these best practices are met. Our Team realizes that each Sourcewell Member may have different environmental policies. Ward works with each customer on their specific ecological policies.
51	Describe your capabilities and processes for design, site assessment, site preparation, installation, and SPCC planning. (Spill, Prevention, Control, Containment)	Ward has a methodical approach in assessing the project fuel management site and requires a fuel management site survey to be completed for every customer fuel site before the project starts. The site assessment includes detailed infrastructure information and hardware requirements. A proactive approach to each Sourcewell Member's fuel site assessment will help alleviate potential site anomalies. The SPCC plan aims to "mitigate the impacts of an accidental oil discharge." Because Ward products do not store oil/fuel (or any petroleum products), an SPCC does not apply to Ward's products and services.
52	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	Ward has never had regulatory infractions or sanctions against our products or completed projects.

Table 5A: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
53	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		☒ Yes ☐ No	E.J. Ward is proud to be a Small Business Woman Owned Business.
54		Minority Business Enterprise (MBE)	☐ Yes ☒ No	
55		Women Business Enterprise (WBE)	☐ Yes ☒ No	
56		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	
57		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	
58		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	
59		Small Business Enterprise (SBE)	☐ Yes ☒ No	
60		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	
61		Women-Owned Small Business (WOSB)	☒ Yes ☐ No	Texas Certification # 0011306106

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
62	Describe your payment terms and accepted payment methods.	Net 30.	*
63	Describe any leasing or financing options available for use by educational or governmental entities.	Ward can provide leasing or financing options on a case-by-case custom agreement basis.	*
64	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Ward's standard Transaction Documents consist of an End User License Agreement and a SaaS Fuel View Extended Warranty Agreement, both of which are uploaded in the Standard Transaction Documents section.	*
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, Ward accepts P-card procurement and payment at 3%.charge.	*

66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Ward's attached pricing model includes a list price with a Sourcewell discount in U.S. dollars. Ward provides line item pricing. The attached price book contains detailed line item pricing for every Ward SKU.	*
67	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MSRP with a 20% off list.	*
68	Describe any quantity or volume discounts or rebate programs that you offer.	Ward does not provide any volume discounts or rebates. Sourcewell Members will receive Ward's best pricing regardless of the quantities ordered.	*
69	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Ward provides a quote for each specific sourced product or nonstandard options request.	*
70	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The Ward-submitted pricing document includes all applicable pricing except shipping.	*
71	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping pricing is not included in Ward's pricing. Shipping pricing is product-specific, along with the applicable quantities. Ward customer shipments are shipped Ground, but Ward also offers an expedited shipping program.	*
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Ward will generate a quote specific to shipping costs for Alaska, Hawaii, Canada, or any offshore delivery.	*
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Ward offers an expedited shipping program on a per shipment basis	*
74	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Ward has a process in place for Identifying Sourcewell Customers, Sourcewell Price Assurance, Calculating Sales, and Remittance of Administrative fees. The process listed below is currently in use for current Ward contracts. a. Customer orders received through the Sourcewell program are set up in the Ward Accounting system with the code Sourcewell as the "Customer Type". This identifies the proper pricing for the order and ensures that the associated sales are calculated and reported accurately. b. Using the Ward Accounting system select the Accounts Receivable Menu then select Reports and "Customer Listing". At the Customer Listing screen enter "Sourcewell" next to customer type and then print the report. c. From the Ward Accounts Receivable menu selects Reports and then select "Accounts Receivable Invoice History". Enter the Customer number(s) itemized on the previous report and select the date range for the quarter that is being reported. Print the report. d. Enter sales into Sourcewell system, use the data from the preceding report. e. Remit any associated fees to Sourcewell	*
75	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Year over year Ward has always strived to exceed previous Sourcewell sales (which we have accomplished every year). Every fiscal year we set this as a key internal metric for our sales team. Ward will continue to utilize this key metric as a measurement of success. Ward will also use new customer acquisition utilizing Sourcewell as another key metric.	*

76	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Ward will pay 1% of all Sourcewell purchases.	*
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Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
77	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Ward realizes the importance of providing Sourcewell Members with the most cost-effective pricing solution available, That's why Ward has not increased it's pricing for RFP081524. Ward's Sourcewell pricing is also as good if not better than pricing that Ward offers through existing contracts. Ward realizes the importance that offering a comprehensive pricing solution is to Sourcewell Members.	*

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

Line Item	Question	Response *	
78	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Ward offers Sourcewell Members many products and services to meet fuel and fluid-related needs. The following highlights several of Ward's products and services: IOT FUEL CONTROL TERMINAL The user is always connected with Ward's Internet of Things Fuel Control Terminal (IoT FCT). The IoT FCT communicates in real-time and is fully integrated and synchronized with Ward's Fuel View software. Data-rich display screens include fuel dispensing volumes and pump status indicators. The IoT FCT allows instant remote fueling authorizations, diagnostics and updates, and increased memory and storage capacity. Standard authorization methods are fully automated and 100% secure using Ward CANceiver™, Fuel Tag and Hose Module, or other access methods. Sourcewell Members can store up to a million employees, vehicles, and transaction records. The IoT FCT interfaces with gasoline, diesel, CNG, propane, fuel, fluid dispensing devices, and electric vehicle charging stations, controlling up to ten fuel pumps or other fluid dispensers. Industrial grade components and powder coat finish withstand the harshest environments, providing dependable performance. Memory Type/Storage Capacity The IoT FCT downloads data independently and utilizes a single board CPU, has a memory capacity of 4 GB RAM, and an 8 GB industrial-rated compact flash hard drive. Key Features • REST-based API for robust security, communication, and scalability • Intel™ Dual Core Processor • Real-time pump and tank status, transactions, alerts • Remote fueling authorization, diagnostics, updates, and restart • EV charging station compatibility • Custom fueling scripts • Extensible framework ensures future technology compatibility • Self-registering for plug-and-play installation • Instant or user-controlled update timing • Durable powder coat finish Specifications • Intel® Atom™ E3827 dual core; 1.75 GHz core speed • 64 Gb industrial grade mSata SSD (upgradeable)	

- Windows 10 IoT Enterprise; Intel® E827 Atom™ Processor
- REST based API; HTTPS/SSL; Cat5/6 - TCP/IP; Wi-Fi; hard wire

WARD MOBILE TRUCK TERMINAL

The Ward FCT-TT is a rugged and durable mobile fuel controller designed around a modular chassis for easy serviceability. The Ward FCT-TT can be installed on Sourcewell Members' mobile fueling truck equipment.

FUEL VIEW SOFTWARE

Ward Fuel View is the industry's most flexible and comprehensive tool for fleet-wide fuel management. Control and automate access to fueling type, quantity, and frequency. Monitor key performance indicators and implement validation rules on fuel management and vehicle telematics to produce comprehensive transaction records for vehicles, drivers, and storage tanks. Most recently, EV chargers have been integrated into Fuel View.

Straightforward and easy to use, Fuel View requires minimal training. From the easy-to-navigate Home screen to the comprehensive list of directory resources, Fuel View provides users with the tools they need to access a multitude of data. Templates provide faster set-up, reduced entry errors, and increased reporting consistency. The browser-based interface allows for easily adding, modifying, and removing assets and employee information.

Multiple At-A-Glance screens, group-level reports, and audit trails ensure total accountability in real and near-real time. Business intelligence-based reporting and query functionality for fueling transactions, telematics, driver behavior, tank inventory, billing, personnel, and more provides detailed decision-making data.

Extensive Reporting Capability

With an extensive library of standard reports, the Sourcewell Members operating from the most senior level to shop floor personnel will have access to fleet data, including fuel consumption by department, sub-department, agency, fleet, type, location, and more. High-level dashboards give access to fleet information quickly and efficiently, while automated reports and alerts immediately notify appropriate users of emerging problems or custom business requirements. Fuel View W4 can create custom reports exactly to meet your business requirements.

Data entry screens allow users to add, update, delete, and query the information in the database. Data entry screens also provide a consistent interface with the appropriate data. All data entry screens are accessible from a central menu system and designed for ease of use and maximum efficiency.

Key Values

- Lower and manage fleet operating costs.
- Automated access proves decreased time fuel island time.
- User ID verification ensures absolute certainty that every drop of fuel goes into the identified vehicle.
- Decrease response time with customizable alerts and alarms for fuel transactions, vehicle usage, and storage tank levels.
- Fast, accurate fleet analysis with preprogrammed, complex datasets to print, share, or export.

SOFTWARE AS A SERVICE

Ward's Fuel View SaaS platform is SOC 2 certified. It deploys fuel control and telematics across multiple regions, divisions, and departments, avoiding the operational costs associated with network expansion. Individually tailored solutions ensure maximum performance and remain adaptive to your organizational needs. All future upgrades are included.

Built-In Disaster Recovery

Databases are mirrored in real-time, with hourly redundant backups. All disaster recovery material resides in multiple locations. A complete business continuity/disaster recovery plan is in place for each customer, with hardware fail-over systems tested quarterly. Customers are notified immediately if a disaster or recovery process is implemented.

Interfaces

Ward SaaS allows each customer to customize exports and imports between multiple fleet management software products, fuel cards such as WEX, US Bank – Voyager, accounting, HR, and access badge security files. Since Ward employs our world-class software development staff, no request is out of reach for a customized software addition to meet individual business requirements.

IOT CANCEIVER - SE TELEMATICS SOLUTION

IoT CANceiver SE is the most advanced in-vehicle device available for telematics, automated fuel access, driver performance, and events in one simple-to-install interface. User-level flexibility captures and adds only the features you need to manage your fleet and easily expands functionality to meet future requirements. Data retrieval is simplified because the CANceiver collects driver behavior and vehicle status information and automatically transfers the data through the FCT (or other optional methods) to Fuel View, enabling fleet managers to monitor and collect crucial data on vehicle performance and print out in-depth analysis reports.

CANceiver offers a broad suite of communication protocols to meet the product

demand of IEEE 802.1X compatibility.

Key Benefits

- Eliminates manual odometer entry – the most common error in sustainability and maintenance programs
- Provides 100% secure access to fuel and other vehicle fluids
- One device for any vehicle or asset type
- Proven ROI
- Simple, fast installation
- Improve driver behavior through optional Passive GPS Tracking
- SAE J1587; SAE J1708; SAE J1850; SAE J1939; SAE J1962; SAE J1978; SAE J2284; ISO 7498; ISO 11898; and ISO 15765, and more
- OBDII Data J1979 Attributes Captured with Driver Behavior Indicators

TANK LEVEL MANAGEMENT

The Ward Automated Fuel Control System provides visibility and control of all bulk fuel storage. Ward Fuel View's easy-to-use software will ensure Sourcewell Members get the most out of your tank monitoring equipment. The product is designed to automate data collection and couple this data with a flexible report generation. Dashboards for bulk storage at the Enterprise level or based on user permissions can be viewed to give a snapshot of the Bulk Fuel conditions (fuel levels, reorder points, alarms, and more) in the Fuel View application, or reports can be generated and printed from the data that is stored in the database. Additionally, alerts can be sent via email or text to responsible Sourcewell Members.

OMNTEC TANK LEVEL SENSORS

PROTEUS-K controller with its proven reliability, advanced technology, versatility, scalability, and enhanced features packaged with inventory-only probes, stainless steel floats, and AST Cap Assembly Kit to offer an economical solution for monitoring above-ground storage tanks. The PROTEUS-PK accepts up to 16 of OMNTEC's Bright Eye™ (BX Series) Sensors for distinguishing product from water or simply detecting the presence of liquid. A distinct advantage of Bright Eye sensors is that they are networked and utilize four-wire bus technology. A built-in microprocessor allows each sensor to identify itself and its location, displayed along with alarm conditions on the 7-inch color touchscreen.

Ward also provides installation services for all Ward products. Ward requires each technician to be Ward-certified. Ward also utilizes regional Distributors to provide installation and service on Ward products.

Ward offers Sourcewell Members many products and services to meet their fuel and fluid storage needs. Ward has included product-specific literature in the Documents Section of our proposal, but the following highlights several of Ward's products and services.

LEVEL 2 AND LEVEL 3 EV CHARGERS

As a reseller, Ward offers a comprehensive and expanding product line of EV Chargers from BTC Power and Star Charge. Chargers with OCPP can be integrated into Fuel View software for management and usage analysis. Charger options include dual or single charge ports, wall or pedestal mounts, and cable retraction systems. L3 DC fast chargers can give an 80% charge in as little as 10-15 minutes. Our current line of EV charger literature is included in the Marketing Plan literature upload.

TAGMASTER INFRARED READERS AND CAMERA

Ward has partnered with TagMaster for full integration of our Fuel View software for hands-free access to fuel and fluids with their long-range radio frequency identification (RFID) and license plate recognition (LPR) used in cities, parking, security, airports, and businesses manage access, mobility and transportation for license plate recognition.

Hands-free access: The RFID tag is mounted to the vehicle, allowing authorized users to keep their hands on the steering wheel and their windows rolled up for convenient, hands-free access.

Reliability: With RFID, credential validation happens quickly and automatically. No human intervention is necessary, resulting in fewer errors and enhanced reliability.

Data collection: An RFID system improves visibility, logging every instance of access for a particular credential, access time and any associated information, such as credential holder name. This ability to easily record and report access data assists with streamlining oversight, process monitoring, revenue tracking, and other essential operations.

Increased security: RFID automatically verifies credentials and can deny access to unauthorized vehicles, protecting a facility against unauthorized vehicle access.

Increased safety: In addition to convenience, hands-free access also increases drivers' safety and comfort by allowing them to keep their windows rolled up when accessing a parking facility late at night.

See the Marketing Plan literature upload for Ward's complete product line and details, which represent the technology and value that Ward's product line provides to Sourcewell Members.

79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Fuel Management, Tank Monitoring, Fuel Level Monitoring, EV Charger Monitoring	*
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Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
80	Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, natural gas, and used fluids	☐ Yes ☒ No	Ward does not provide above ground fuel and fluid storage tanks.	*
81	Mobile fuel, fluid, and gas storage solutions	☐ Yes ☒ No	Ward does not provide mobile fuel, fluid, and gas storage solutions but does provide the technology to manage and control the solutions.	*
82	Hardware related to the aboveground storage tanks and mobile storage solutions described in 80 and 81 above, including pedestals, gauges, access or security hardware, monitoring equipment and devices, RFID solutions, dispensers, and accessories	☒ Yes ☐ No	Ward's hardware is utilized by numerous government fleets.	*
83	Fuel and fluid management software related to the aboveground storage tanks and mobile storage solutions described in 80-82 above. However, this solicitation should NOT be construed to include "software-only" solutions. Proposers may include related fuel and fluid management software to the extent that the solutions are complementary to the offering of the equipment and products being proposed	☒ Yes ☐ No	Ward's Fuel View Software is utilized by Fleets to manage their fuel and fluids.	*
84	Services related to the solutions described in 80-83 above, including design, site assessment, site preparation, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.	☒ Yes ☐ No	Ward provides installation, testing, maintenance, and repair services.	*

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

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

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

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

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

- [Pricing](#) - E.J.Ward 2024 Sourcewell Price Book.pdf - Tuesday August 13, 2024 08:33:38
- [Financial Strength and Stability](#) - Strength and stability.pdf - Thursday August 08, 2024 13:50:40
- [Marketing Plan/Samples](#) - Marketing Samples.zip - Thursday August 08, 2024 12:09:59
- [WMBE/MBE/SBE or Related Certificates](#) - WSBA certificate-1712984364.jpg - Thursday July 25, 2024 16:13:11
- [Standard Transaction Document Samples](#) - Standard Transaction Samples.zip - Thursday August 08, 2024 10:12:28
- [Requested Exceptions](#) - Request for exceptions - None.pdf - Thursday August 08, 2024 12:15:17
- [Upload Additional Document](#) - Ward Sourcewell Sales trend.pdf - Thursday July 25, 2024 16:14:37

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ **Yes** ☐ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 1 Fuel Fluid Storage RFP 081524 Thu August 8 2024 07:26 AM	☒	3