



Solicitation Number: 092920

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and E.J. Ward, Inc., 8620 N. New Braunfels, San Antonio, TX 78217 (Vendor).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

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

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

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. Use; Quality Control.

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

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

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

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

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

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

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

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

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

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

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

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. CANCELLATION

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

Sourcewell

E.J. Ward, Inc.

DocuSigned by:
Jeremy Schwartz
By: _____
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 12/2/2020 | 3:18 PM CST

DocuSigned by:
Markay Ward
By: _____
799FD4F0CD5048B...
Markay Ward
Title: President
Date: 12/2/2020 | 1:19 PM PST

Approved:

DocuSigned by:
Chad Coquette
By: _____
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 12/2/2020 | 3:24 PM CST

RFP 092920 - 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: No
Address: 8620 N. New Braunfels
San Antonio, Texas 78217
Contact: Mike Wade
Email: mwade@ejward.com
Phone: 210-912-3385
HST#:

Submission Details

Created On: Tuesday September 08, 2020 16:29:39
Submitted On: Tuesday September 29, 2020 12:09:42
Submitted By: Mike Wade
Email: mwade@ejward.com
Transaction #: 98e1aa64-023f-4d45-a4f2-ea3b503575d5
Submitter's IP Address: 50.84.235.10

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

| Line Item | Question | Response * |
|-----------|--|--|
| 1 | Proposer Legal Name (and applicable d/b/a, if any): | E.J. Ward, Inc. |
| 2 | Proposer Address: | 8620 N New Braunfels San Antonio, Texas 78217 |
| 3 | Proposer website address: | www.ejward.com |
| 4 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Markay Ward, President 8620 N New Braunfels San Antonio, Texas 78217 mward@ejward.com 210.824.7383 |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Mike Wade Director of Sales and Marketing 8620 N New Braunfels San Antonio, Texas 78217 mwade@ejward.com 210.824.7383 |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Robert Kettle Chief Operating Officer 210.824.7383 x116 rkettle@ejward.com |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

| | | |
|----|--|---|
| 7 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>Since E.J. Ward, Inc. (Ward) installed the industry's first fuel management system for the City of San Antonio in 1974, Ward continues to be the leader in fuel management technology. For over 46 years, Ward has been the leader in automated fuel management system technology through out the entire United States. Ward's success uses its industry leading product experience to deliver the most advanced fuel management system with the greatest level of government client satisfaction.</p> <p>Ward's ongoing business philosophy is to continue to build on our success learned from Ward's current Sourcewell contract success in utilizing the Ward Sourcewell Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services Contact to continue to expand its market share throughout the United and Canada.</p> <p>Below is a brief history of Ward's Highlights:</p> <p>1975: City of San Antonio requests Ward to develop the first Automated Fuel Management System</p> <p>2000: The CANceiver™ is developed to monitor and record vehicle status, odometer, driver behavior, and automates access to the fuel pump</p> <p>2008: Asset Tracking, real-time and passive GPS solutions is developed</p> <p>2012: W4 product line is released - replacing all major product components for Fuel Control Terminals, CANceivers, and Fuel View software</p> <p>2015: Fuel View 4.5 is released</p> <p>2018: Internet of Things Fuel Control Terminal is launched delivering real time status and remote pump control</p> <p>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. Ward designs, engineers, and manufactures the hardware and software at its corporate headquarters in San Antonio, Texas.</p> <p>These efforts are why only Ward can supply a fuel management system that delivers the greatest 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 the Ward Automated Fuel Management Systems can be seen nationwide through its diverse and satisfied client list.</p> |
| 8 | What are your company's expectations in the event of an award? | <p>Ward has already demonstrated our ability to successfully utilize NJPA/Sourcewell in increasing Ward's sales to numerous government Sourcewell fuel fleet customers. Ward's expectations in the event of Award is to continue with our current Sourcewell success in providing Sourcewell Members with the most advanced cost effective fuel and fluid systems available to Sourewell Members along with significantly increasing sales throughout the United States and Canada. The Soucewell Contract will have significant benefit in increasing Ward sales and market share throughout the United States and Canada.</p> |
| 9 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | <p>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 amid distressed market conditions. Ward has enjoyed a long history of innovation and financial strength since 1974. Ward has the financial strength to support future growth, create innovations, and lend stability in a challenging economy. Ward encourages Sourcewell to contact our bank for any additional financial strength information. Ward's bank contact information is:</p> <p>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</p> |
| 10 | What is your US market share for the solutions that you are proposing? | Ward's US market share is approximately 50%. |
| 11 | What is your Canadian market share for the solutions that you are proposing? | Ward's Canadian market share is 5%. |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No, Ward has never petitioned for bankruptcy protection. |

| | | |
|----|---|--|
| 13 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>Ward is best described as a manufacturer although Ward has a strong relationship with Ward Distributors and Contractors throughout the United States and Canada who also have the ability to sell Ward products. Ward's Regional Sales Managers work extensively with Ward's independently owned Distributors and Contractors in regards to product training, new customer acquisitions, and expansion of Ward's existing customer base in delivering the Ward products and services proposed in this RFP. Ward is a reseller of the OMNTEC Tank Monitoring System.</p> |
| 14 | <p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p> | <p>All Ward Technician's are fully trained on all Ward products through a comprehensive training program conducted at Ward's corporate facility. This extensive training program encompasses a week long technical curriculum that includes hands on training. Ward also requires its Distributors to be Ward certified through a similar training program. Once certified, Ward continues to train both Ward Technicians and Distributors through its ongoing certification program. Ward Technicians are also required to be OMNTEC and Veeder Root certified when applicable.</p> |
| 15 | <p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p> | <p>Ward has never been Suspended or Debarred.</p> |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
|-----------|---|---|
| 16 | <p>Describe any relevant industry awards or recognition that your company has received in the past five years</p> | <p>Ward is routinely recognized by its customers for being a strong fuel management technology partner. Ward has also been recognized as a industry Thought Leader at numerous industry conferences on fuel management. Ward also is actively involved as a featured fuel/fluid management technology presenter for numerous fleet associations including GFX, NAFA, NJPA/Fleetpros, Green Fleet, 100 Best, MIPWA, FTX, and TPWA.</p> |
| 17 | <p>What percentage of your sales are to the governmental sector in the past three years</p> | <p>Ward sales to the government sector in the past three years is approximately 80%.</p> |
| 18 | <p>What percentage of your sales are to the education sector in the past three years</p> | <p>Ward sales to the educational sector in the past three years is approximately 10%.</p> |
| 19 | <p>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</p> | <p>Ward holds GSA and Sourcwell Purchasing Contracts. Ward's Sourcwell sales over the last three years has been as follows:</p> <p>2017 - \$93,409.10 2018 - \$715,648.7 2019 - \$883,052.31</p> |
| 20 | <p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p> | <p>Ward's GSA contract is GS-35F-0141Y. Ward GSA sales are \$105,012.</p> |

Table 4: References/Testimonials

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

| Entity Name * | Contact Name * | Phone Number * |
|------------------------|----------------|----------------|
| Miami Dade County | Scott Stephens | (305) 584-6692 |
| City of Dublin, OH | John Hyatt | (614) 410-4760 |
| New York State Thruway | Mark Austin | (518) 436-2938 |

Table 5: Top Five Government or Education Customers

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

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * |
|---------------------|---------------|--------------------|--|---------------------------------|----------------------------------|
| Caltrans | Government | California - CA | Ward's solution includes our IoT Fuel Control Terminal, Fuel View SaaS, and the Omntec PROTEUS automated tank gauging system. Fuel View consolidates fueling and tank information into one software platform and provides the reporting required by the customer. Ward developed a team of pump contractors approved by Caltrans, trained and certified them in the installation and maintenance of all products installed. Ward provides a Support Desk that takes calls from Caltrans, creates a ticket, dispatches contractors, and monitors the ticket to ensure a successful resolution. Ward's Project Management staff is managing the installation of the new equipment across the State and is a single point of contact for Caltrans project and contract staff. | Three year average: \$1,890,033 | \$5,670,098 |
| Miami Dade County | Government | Florida - FL | Ward's solution includes our IoT Fuel Control Terminal, CANceiver W4, Tags, and the Ward Fuel View, and Omntec PROTEUS automated tank gauging system. Ward also provided installation services for the project. | Three year average: \$735,561 | \$2,206,684 |
| PSEG | Government | New Jersey - NJ | Ward's solution includes our IoT Fuel Control Terminal and the Ward Fuel View SaaS Software. Ward also provided installation services for the project. | Three year average: \$624,186 | \$1,872,558 |
| City of San Antonio | Government | Texas - TX | Ward's solution includes our IoT Fuel Control Terminal, CANceiver W4, Tags, and the Ward Fuel View Software. Ward also provided installation services for the project. | Three year average: \$511,646 | \$1,534,939 |
| City of Los Angeles | Government | California - CA | Ward's solution includes our Fuel Control Terminal, CANceiver and the Ward Fuel View Software. Ward also provided installation services for the project. | Three year average: \$469,626 | \$1,408,878 |

Table 6: Ability to Sell and Deliver Service

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

| Line Item | Question | Response * |
|-----------|----------|------------|
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| 23 | Sales force. | <p>Ward uses a regional based sales team currently comprised of five direct employee Regional Sales Managers strategically located throughout the entire United States. Ward's Regional Sales Managers have already utilized Ward's current Sourcewell Contract in successfully selling the value and benefits of Sourcewell to government agencies throughout the United States.</p> <p>Ward's Sales Team is led by Ward's Director of Sales, Mike Wade. Mike Wade has an in-depth understanding of the Sourcewell Program and has personally attended the Sourcewell University Training Program. Mike has also utilized the Ward Sourcewell Contract in selling multiple government customer contracts.</p> <p>Ward is also committing the sales resources to help support Ward's Sourcewell program through a strong Inside Sales Team who are available to meet Sourcewell Member needs.</p> | * |
| 24 | Dealer network or other distribution methods. | <p>Ward also utilizes Dealer Distributors throughout the United States. Ward's strong Distributor/Contractor network will be additive in selling and supporting to Sourcewell Members. Ward Distributors are also acclimated with Ward's Sourcewell Program. Through a strong and strategically located Distributor network, Ward is positioned to fully utilize the Sourcewell Program in maximizing the benefits to Sourcewell Members.</p> | * |
| 25 | Service force. | <p>Ward maintains multiple service operations centers nationally staffed by full-time Ward employees. 1) New York, 2) New Jersey, 3), Florida, 4) Los Angeles, 5) San Antonio. Engineering, Design, Production, Warehousing, and our Call Support Center is based in San Antonio, Texas. Ward also utilizes its Distributors and certified Contractors in also servicing Sourcewell Members throughout the United States.</p> | * |
| 26 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>Ward believes the foundation of our success is derived from being the best in class in every aspect of our technical and software customer service. In order for Ward to deliver best in class customer support, we have committed significant resources to hiring people and improving our business processes and technology.</p> <p>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 ensures customer expectations are surpassed. Several key components of Ward's customer service program include:</p> <ul style="list-style-type: none"> • Ward support team is available 24/7 • Establishing a customer focused metric program to measure customer response time, issue resolution, and overall customer satisfaction. • Customer focused internal Ward employee training program to ensure all employees clearly 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 ensure customer priorities are being met. • Go to Meeting and Go to Assist are two examples of Ward's technology in communications with our customer. <p>Exceptional best-in-class customer service is the core to Ward's ability to consistently exceed the expectations of our customers. Ward's responsiveness and level of attention that it gives to customer support is reflected in the numerous accolades Ward has received from its customers. This end to end customer approach is the underlining goal of Ward.</p> <p>Ward's customer care methodology and underlying system is designed to quickly and effectively address any issues that might arise. Ward's total satisfaction goal is to ensure Sourcewell Members have the uptime performance your operation requires. All service calls are routed to the customer care help desk where they are logged and routed to the appropriate department. Every support call has a case number. The Case Number is the Sourcewell Member tracking number for resolution and satisfaction.</p> | * |
| 27 | Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | <p>Ward has already demonstrated our ability and willingness to provide services and products to Sourcewell Members through its existing Sourcewell Contract. For over 46 years Ward has continually proven its ability to provide its customers with reliable equipment, responsive support, and proven technical competency. Ward firmly believes the Sourcewell contract will provide Sourcewell Members with the most advanced fuel management and tank level monitoring solutions available.</p> <p>Ward has committed significant resources to expanding our existing support and product development departments to include the IoT product line. Ward is also redefining the industry with innovative support tools and technology to ensure Ward remains a best-in-class service provider. Ward has developed a partnership solution that will provide Sourcewell Members with the most cost effective solution.</p> | * |

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| 28 | Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Ward has the ability and willingness to provide service to Sourcewell member agencies in Canada. Ward's commitment to the Canadian market is already demonstrated through one of Canada's largest cities, the City of Edmonton. The City of Edmonton utilizes both the Ward fuel management system and telematics solution throughout the City's entire fleet. | * |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | Ward does not have any geographic areas of the United States or Canada that Ward will not be fully serving through the proposed contract. | * |
| 30 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | There will not be any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that Ward will not be fully serving through the proposed contract. | * |
| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Ward does not have any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | * |

Table 7: Marketing Plan

| Line Item | Question | Response * | |
|-----------|--|--|---|
| 32 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Ward has a dedicated Sales and Marketing Department focused on developing marketing strategies across numerous governmental agencies. As a strategic market for Ward, Ward has already developed a comprehensive Government Marketing program specifically targeting Sourcewell members initially and on an ongoing basis. Ward will continue to utilize its existing Sourcewell Marketing Best Practices in promoting the Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services Contract. Ward will also proactively target non Sourcewell members in driving them toward a Sourcewell Membership.</p> <p>Ward actively attends numerous fleet industry trade shows/conferences throughout the United States. Ward will continue to promote its Sourcewell Contract at numerous regional and national fleet conferences/trade shows. Some of these trade shows/conferences include:</p> <ul style="list-style-type: none"> • GFX • NAFA • APWA • Fleetcon (Fleet Pros) • FLAGFA • 100 Best Fleets • Public Fleet Summits (PFS) <p>Ward will utilize news and public relations as another method in reaching Sourcewell members. Ward frequently develops customer specific case studies/public relation releases highlighting best practices of how Ward customers have benefited from utilizing Ward solutions. Ward will continue to utilize this program for the Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services Contract.</p> <p>Ward can also utilize its CRM Marketing Campaigns for its new and existing customer relationship management focused eMarketing campaigns. Ward's database of new and existing contacts encompasses numerous contacts throughout the United States and Canada. Ward will develop Sourcewell specific campaigns utilizing Ward's CRM in expanding new Sourcewell sales.</p> <p>Ward will include Sourcewell in its Media Relations material. Through Ward's electronic and print advertising program, Ward has the ability to include Sourcewell in its advertising and media relations program. This will enable Ward to reach both Sourcewell members and non-members through fleet industry related advertising. Ward will also develop a digital eNewsletter program. Through Ward's eNewsletter, Sourcewell members will be kept apprised of Ward's new products and programs that may specifically benefit Sourcewell members.</p> | * |

| | | |
|----|---|--|
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>Ward has developed a comprehensive digital Marketing program that encompasses the usage of numerous digital data programs including metadata usage, social media, and website platform strategies. The following represents several key programs that Ward has successfully implemented and will be utilized in promoting the Ward Sourcewell Contract.</p> <p>Ward has a dedicated page on the Ward website solely for Sourcewell. Ward's website home page also contains the Sourcewell logo linked to a page dedicated to Sourcewell on the Ward website that contains the caption "Discover how we bring value to you as a Sourcewell awarded contract!". The following represents the content on the Ward/Sourcewell page:</p> <p>COOPERATIVE PURCHASING WITH SOURCEWELL</p> <p>Through cooperative purchasing, Sourcewell (formerly NJPA), provides member-centered solutions that enable Government fleets and other agencies to work more efficiently and leverages its resources to effectively re-invest in the communities we serve as an invaluable Service Cooperative partner. For fleets, Sourcewell's cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process. As a municipal national contracting agency, Sourcewell establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. Joint Powers laws enable members to legally purchase through awarded contracts. Sourcewell offers fleet members Contract Purchasing Solutions that are leveraged nationally to enable contracted suppliers and member agencies to work smarter and more efficiently as they do business with each other. Sourcewell does this by establishing a business and service alliance between member buyers and contracted suppliers ensuring a valued and successful national cooperative contract program. Download the Sourcewell Cooperative Purchasing Reference Guide brochure to learn about Cooperative Purchasing. Click here to visit Sourcewell's website to learn more about the full value available to you as a member. 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 a Sourcewell awarded contractor, E.J. Ward provides fleets with the value and power of cooperative purchasing for thousands of dollars in savings". Ward has also included a link on the Sourcewell dedicated page to Sourcewell's website and also to the Sourcewell Youtube video.</p> <p>Ward has successfully incorporated the Sourcewell logo into Ward's corporate email signature. All Ward company employees are required to have the Sourcewell logo in their email signatures. The Sourcewell logo is also incorporated within all of Ward's product literature. Ward can also incorporate Sourcewell into it's active LinkedIn media posting.</p> |
| 34 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | <p>Sourcewell has already demonstrated an outstanding effort in promoting their contracts at many industry related trade shows and conferences. Ward expects Sourcewell to continue this effort. Given Sourcewell's existing strong brand recognition with in the public sector the Sourcewell contract will be a integral component in Ward's sales process.</p> <p>Ward's existing Sourcewell contract has been utilized extensively throughout the entire Ward sales process. Ward salespeople identify if the potential customer utilizes Sourcewell as part of the Ward sales discovery process. All Ward employees incorporate the Sourcewell logo and contract number as part of their signature. Ward Sales also utilizes the strong Sourcewell brand as a key attribute in not having the potential customer to have to go 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.</p> |
| 35 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>Ward has established a procurement specific email for Ward governmental customers to place their order. Orders@ejward.com is utilized daily by Ward governmental customers in placing procurement orders some of which are Sourcewell orders.</p> |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
|-----------|---|--|
| 36 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>Through experience Ward has determined the best way to train Sourcewell Member operators, repair technicians and users is through a hands on training approach. All of Ward's extensive training resources including samples of Ward's training material, support document, training references, and installation manuals can be provided per request due to the large number of training manuals. Ward's training program can be custom tailored to meet the specific needs of the customer.</p> <p>Ward will provide training in the functions of 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 will provide complete users 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.</p> |
| 37 | Describe any technological advances that your proposed products or services offer. | <p>The new Ward IoT fuel management system is the most technologically advanced in the fleet industry. The Ward FuelView 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 connected. The IoT FCT communicates in real-time and is fully integrated and synchronized with Ward's Fuel View software.</p> <p>New, data rich display screens include fuel dispensing volumes, and pump status indicators. The IoT FCT allows instant remote fueling authorizations, diagnostics and updates, as well as 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. Ward has a dedicated "Think Tank" Department who is tasked with developing new technologies.</p> |
| 38 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | Fleets rely on the Ward Canceiver E for reporting critical vehicle idle time metrics. These metrics are utilized by Fleets to manage excessive vehicle idle time which is a key component in supporting a fleets green initiatives. |
| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Although Ward's technology has not had any third-party issued eco-labels, ratings or certifications Ward's products do indirectly contribute to impacting green initiatives. |
| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | Ward currently is not a WMBE or SBE. |
| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | As the first company to develop fuel management technology, Ward brings over 46 years of fleet government fuel management expertise 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. The new Ward IoT Platform along with Ward's new SimplyFuel program not only brings the most advanced technology to Sourcewell Members but it brings the greatest cost effective solution in the government industry. Ward's bundle program enables Sourcewell Members to select the most cost effective program for their specific fuel management needs. |

Table 9: Warranty

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

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

| | | |
|----|---|--|
| 42 | Do your warranties cover all products, parts, and labor? | Ward's warranties cover all products, parts, and limited labor. * |
| 43 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | <p>Ward does not impose limitations that adversely affect coverage. Ward does have some standard exceptions (ie. Acts of God, Negligence, Malicious Acts,...) that are listed below:</p> <p>Service Limitations: "EJW" or "SFS" cannot be deemed non-compliant with Warranty or Support agreement requirements inclusive, but not limited to the following conditions:</p> <ol style="list-style-type: none"> 1. Acts of God and Man-Made Events: Disruptions caused by heavy rains, earthquakes, flooding, tornadoes, lightning strikes, hurricanes, fires, snow, ice, sleet, or road closures and detours caused by Town, City or State construction projects where normal street or interstate traffic patterns to the customer site are disrupted or stopped. 2. Pandemic or Similar Natural Events Situations where technicians are denied access because of global, national or other local government regulations. 3. Non-access: Situations where "EJW" technicians are denied access to the fuel terminal sites due to locked fences, blocked passages, or no one answering the phone number provided to the service call operator. 4. Malicious Acts: Inclusive of but not limited to; vandalism, theft, gun shots, rock throwing, fire, and anywhere damage is not attributable to normal, fair wear and tear of hardware components. 5. Negligence: Inclusive of but not limited to; third party contractors hired by the "End User(s)" to perform fuel site maintenance that would impair the performance of "EJW" or "SFS" equipment by disrupting electrical service or making non-authorized adjustments or modifications to the installed hardware or fuel control terminals. 6. Procedural Changes: Inclusive of but not limited to; the "End User(s)" changing the manner in which their employees interact with the fuel automation hardware. These changes may require systemic changes which are considered outside the normal software maintenance activities (i.e., operating systems "OS", business rules or software customization requests). 7. Non-"EJW" or "SFS" Equipment or Systems Failure: Inclusive of but not limited to; "EJW" dispatching a technician and the cause of incident is found to be other than an agreement covered product. Standard published pricing will apply for authorized repairs from that point forward. Examples of non-covered equipment inclusive of; but not limited to: <ol style="list-style-type: none"> 1. Dispensers, Pumps and Pulsers 2. Tank Level Monitoring (TLS) Unless specifically added to the agreement 3. Electrical System 4. Network (TCP/IP) 5. Network Switch(s) 6. Wi-Fi Access Points 7. Customer's local Servers (Virtual or Physical) 8. CAT 5 Cable, Routers, Bridges 9. Cabinet, Base, Lock Assembly 10. Hose Modules or Batteries Vehicles or Fleet Assets <ol style="list-style-type: none"> 11. CANceiver, VIT, Cables or GPS antenna 12. EM-Tag or Ring Antenna 13. All hardware, and software versions of the SFT, JettScan or device programmers 14. Cards, Datakeys, Fobs, Encoders, Embossers, Printers 15. Equipment Upgrades <p>Items Not Covered: "End User(s)" supplied or 3rd Party supplied software, computer or network equipment not specifically contracted for under this agreement. Non-covered software and equipment include, but are not limited to:</p> <ol style="list-style-type: none"> 1. Customers local Servers, Laptop and Desktop computer software and hardware 2. Support for Customers Browser or Local Application Software or Databases 3. Customers Local Network Management Hardware and Software 4. Third Party Software, and or its Operating Systems and Relational Databases |

| | | | |
|----|---|--|---|
| 44 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Yes, when applicable under the Ward warranty guidelines. | * |
| 45 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | There are no geographic regions of the United States or Canada (as applicable) for which Ward cannot provide a certified technician to perform warranty repairs either through a local certified Contractor/Distributor technician or by a direct Ward employee. | * |
| 46 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Any item purchased through this program from Ward will be warrantied through Ward. | * |
| 47 | What are your proposed exchange and return programs and policies? | <p>All materials requiring return shipment to Ward for defects, normal replacement, or any other reason must be returned through the Return Merchandise Authorization (RMA) process. The request for an RMA number can be made by emailing Ward at returns@ejward.com or by calling 210.824.7383.</p> <ul style="list-style-type: none"> Returns made outside this process may cause an account to not be credited correctly, which may result in invoicing errors and/ or delays in getting the correct materials back to our customers. Returns older than 30 days from the invoice date will be subject to a 20% restocking fee. Only products that are in current production will be accepted, and the customer must obtain an RMA in advance using Ward's RMA process. No refunds will be given. Ward will issue an account credit that can be used toward future purchases. Ward reserves the right to deny any returns that are outside of the product warranty period or past the 30 day invoice date. | * |
| 48 | Describe any service contract options for the items included in your proposal. | Ward offers a complete service and support program that offers Sourcewell Members several service program choices. These services include on going maintenance for Ward hardware items. | * |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|-----------|---|--|---|
| 49 | What are your payment terms (e.g., net 10, net 30)? | Net 30. | * |
| 50 | Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions? | Ward can provide leasing or financing options on a case by case custom agreement basis. | * |
| 51 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | All Sourcewell orders will be flagged as special processing through our ERP/Accounting system for accountability and correct processing. At the end of each quarter a report is run from the system that gives the order totals for the quarter. Ward processes the purchase orders and the Distributor is included in the process. Ward has recently implemented a new process which will assure quarterly sales reporting is done on time. | * |
| 52 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Yes, Ward accepts P-card procurement and payment at 3%.charge. | * |

Table 11: Pricing and Delivery

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

| Line Item | Question | Response * |
|-----------|---|--|
| 53 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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 Sourcwell discount in U.S. dollars. Ward provides line item pricing. The attached price book contains detailed line item pricing for every Ward SKU. |
| 54 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | MSRP with a 20% off list. |
| 55 | Describe any quantity or volume discounts or rebate programs that you offer. | Ward does not provide any volume discounts or rebates. Sourcwell Members will receive Ward's best pricing regardless of the quantities ordered. |
| 56 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | Ward provides a quote for each specific sourced product or nonstandard options.request. |
| 57 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | All applicable pricing is included in the Ward submitted pricing document other than shipping. |
| 58 | If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program. | Shipping pricing is not included in the Ward pricing. Shipping pricing is product specific along with the applicable quantities. Ward customer shipments are shipped Ground but Ward also offers a expedited shipping program. |
| 59 | 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. |
| 60 | 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. |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|---|
| 61 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Please refer to the Ward Price Book in the Documents Section. |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|--|
| 62 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. | <p>Ward already has an exiting 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.</p> <p>a. Customer orders received through the Sourcewell program are setup 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.</p> <p>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.</p> <p>c. From the Ward Accounts Receivable menu select 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.</p> <p>d. Enter sales into Sourcewell system, use the data from the preceding report.</p> <p>e. Remit any associated fees to Sourcewell</p> |
| 63 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | <p>Ward will utilize a 1% IFF percentage. Ward will provide after Contract Award our complete line item pricing in a searchable spreadsheet to Sourcewell if requested.</p> |

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

| Line Item | Question | Response * |
|-----------|---|---|
| 64 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Ward offers Sourcewell Members a multitude of 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.</p> <p>IoT Fuel Control Terminal With Ward's Internet of Things Fuel Control Terminal (IoT FCT) the user is always connected. The IoT FCT communicates in real-time and is fully integrated and synchronized with Ward's W4 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, as well as 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 will have the ability to store up to a million employees, vehicles and transaction records.</p> <p>The IoT FCT interfaces with gasoline, diesel, CNG, propane, and other fuel and 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 withstands the harshest environments, providing dependable performance. Memory Type/Storage Capacity</p> <p>The IoT FCT downloads data independently and utilizes a single board CPU has a memory capacity of 4 Gb RAM and uses an 8 Gb industrial rated compact flash hard drive.</p> <p>Key Features</p> <ul style="list-style-type: none"> • 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 technologies 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.

W4 Fuel View Software

Ward W4 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 product comprehensive transaction records for vehicles, drivers, and storage tanks.

Fuel View is extremely easy to use and 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 error, and increase reporting consistency. The browser based interface allows for easily adding, modifying, and removing asset and employee information.

Multiple At-A-Glance screens, group level reports and audit trails ensure total accountability, all 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 provide detailed decision making data.

Extensive Reporting Capability

With a large variety of standard reports, the Sourcewell Members operation 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 etc. 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 provide users the ability to add, update, delete and query the information contained 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 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 simple to use and allows 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.

No Down-Time With Built-In Disaster Recovery

Databases are mirrored in real-time, backed up hourly and moved. All disaster recovery material resides in multiple locations. A full 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

| | | |
|----|---|--|
| | | <p>Interfaces</p> <p>Ward SaaS offers the option for 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 own world-class software development staff, no request is out of reach for a customized software addition to meet individual business requirements.</p> <p>CANceiver W4 Telematic Solution The CANceiver W4 combines fleet fueling with vehicle and driver behavior data retrieval into one device, enabling the Sourcewell Members to monitor and collect crucial data on vehicle performance. The Canceiver W4™ is an All-in-One device to support both light and heavy duty models. OBD data captured is transmitted through the utilization of Wi-Fi and firmware can be changed OTA.</p> <p>The most advanced in-vehicle device available fully automates fueling, vehicle tracking, and driver performance monitoring with one simple to install interface. Sourcewell Members can select the capture rate and timing of each OBD attribute each vehicle presents, as well as uncover idle time usage, rapid acceleration, harsh breaking, and more.</p> <p>Secure user level flexibility captures and adds only the features you need to manage your fleet, and easily expands functions as needed. Both light and heavy duty vehicles are supported.</p> <p>KEY BENEFITS</p> <ul style="list-style-type: none"> • 100% security for fuel and other fluids • Fuel Authorization – when installed with Ward EM-Tag • Eliminates operator entry of odometer • Simple, fast installation • Proven ROI and lowest overall cost of ownership • 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 <p>Tank Level Management The Ward Automated Fuel Control System provides the Enterprise 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.</p> <p>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, reorders points, alarms etc.) in the Fuel View application or reports can be generated and printed from the data that is stored in the database. Additionally, alerts on can be sent via email or text message to responsible Sourcewell members.</p> <p>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 for simply detecting the presence of liquid. A distinct advantage of Bright Eye sensors is they are networked and utilize four wire bus technology. A built in microprocessor gives each sensor the ability to identify itself and its location, which is displayed along with alarm conditions on the 7-inch color touch screen graphic display.</p> <p>Ward also provides installation services for all Ward products. Ward requires each technician to be Ward certified. Ward also utilizes regional based Distributors to provide installation and service on Ward products.</p> |
| 65 | <p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p> | <p>Fuel Management, Tank Monitoring, Fuel Level Monitoring</p> |

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

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

| Line Item | Category or Type | Offered * | Comments | |
|-----------|---|--|--|---|
| 66 | Aboveground fuel and fluid storage tanks | <input type="radio"/> Yes <input checked="" type="radio"/> No | Ward does not provide above ground fuel and fluid storage tanks. | * |
| 67 | Fuel and fluid hardware | <input checked="" type="radio"/> Yes <input type="radio"/> No | Ward's hardware is utilized by numerous government fleets throughout the USA and Canada. | * |
| 68 | Fuel and fluid management software | <input checked="" type="radio"/> Yes <input type="radio"/> No | Ward's FuelView Software is utilized by Fleets to manage their fuel and fluid. | * |
| 69 | Installation, testing, maintenance or repair services | <input checked="" type="radio"/> Yes <input type="radio"/> No | Ward provides installation, testing, maintenance, and repair services. | * |

Table 15: Industry Specific Questions

| Line Item | Question | Response * |
|-----------|---|---|
| 70 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | At the end of each quarter a report will be run from the Ward Accounting system that gives the Sourcewell specific order totals for the quarter. Ward will utilize this data in assessing where the company is regarding YTD Sourcewell sales. Ward will also utilize its CRM to track wins versus losses utilizing Sourcewell contracts. Ward Regional Sales Managers will be given a quarterly sales target specific to just Sourcewell sales. Ward will measure the success of each Regional Sales Manager in exceeding their Sourcewell sales goals. Based on the success that Ward has already had with its existing Sourcewell contract we foresee continuing this success with the Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services Contract. |
| 71 | Describe the security systems in place for protecting and controlling access to your solutions. | Ward offers a Ward hosted SaaS that was built using best practice industry standards of data security and encryption. The physical network and server security in the customer hosted option is under the end customer control and specific business security rules. The Ward FuelView software has a multi-level security hierarchy with full audit trail as a standard offering. Credentials are controlled by the customer's system administrator. |
| 72 | Describe how you will secure any participating entities' data captured during transactions. | Password complexity is defined by each company's unique requirements. Customizable security protocols provide individual defined access to only the level or area required for each user of the Ward Fuel Management System. 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 will enable Sourcewell Members secure data capture during transactions. |
| 73 | Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing. | Ward has developed a fuel management solution which is unmatched in the industry for technology, reliability, efficiency, and scalability. The new Ward IoT fuel management solution not only will exceed Sourcewell Members efficiencies, it will provide Sourcewell Members with a technology platform which will expand with the Sourcewell Members future requirements. Ward offers Sourcewell Members numerous options including the Ward Tag/Ring technology that will enable Sourcewell Members to fuel without having to keypad enter any information thus creating a more efficient employee user experience. The integration of the Tank Monitoring System into the Ward FuelView Software allows for having to utilize just one software platform versus separate fluid storage monitoring software platforms. The Ward IoT Solution provides Sourcewell Members with the most advanced fuel management technology available enabling Sourcewell Members to exceed their strategic long-term fuel management efficiency goals. The Ward IoT will enable Sourcewell Members to maximize the efficiency, accuracy, control and performance of their fuel dispensing activities. |
| 74 | Describe how you work with participating entities to ensure environmental best practices are followed. | Ward assigns a Project Manager to every Ward fuel management project implementation. During both the discovery and implementation phase the Ward 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 in assuring these best practices are met. Ward's customer base spans the entire United States and into Canada with each State/County having different environmental policies. Ward works with each customer on their specific environmental policies. |
| 75 | Describe how your organization meets all relevant environmental regulations. | All Ward Technicians are required to adhere to all relevant environmental regulations. Through a ongoing internal training program, Ward Technicians are kept apprised of any changes in environmental regulations that may impact the Ward fuel management system. |
| 76 | Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years. | Ward has not had any regulatory infractions or sanctions against Ward products or completed projects within the past 5 years. |

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

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

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|-----------------------------------|------------------------------------|
| | | Ward has no Exceptions |
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Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Ward Financial Statement.pdf - Sunday September 27, 2020 19:44:47
 - [Marketing Plan/Samples](#) - Ward Marketing Plan.pdf - Monday September 28, 2020 11:54:47
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Ward Warranty and Support Agreement.pdf - Sunday September 27, 2020 18:27:44
 - [Pricing](#) - E.J.Ward 2020 Sourcewell Price List.pdf - Tuesday September 29, 2020 12:03:46
 - [Additional Document](#) - Supplemental Information.zip - Monday September 28, 2020 12:07:22

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

Yes No

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

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

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