

**PIGGYBACK AGREEMENT FOR ABOVEGROUND FUEL AND FLUID STORAGE
WITH RELATED HARDWARE SOFTWARE AND SERVICES**

THIS PIGGYBACK AGREEMENT (the "Agreement") is entered into as of the Effective Date defined in Section 4A, below, by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and Syn-Tech Systems, Inc. (the "Vendor"), a Florida corporation, 100 Four Points Way, Tallahassee, FL 32305, and whose Federal Employer Identification Number is 59-2862052.

WHEREAS, the County's Procurement Ordinance and Procurement Procedures permit it to enter into piggyback purchasing agreements; and

WHEREAS, the County requires the services of a vendor who can provide aboveground fuel and fluid storage hardware, software, and services; and

WHEREAS, the Vendor has contracted through Sourcewell to provide aboveground fuel and fluid storage hardware, software, and services pursuant to that certain Contract No. 092920-SYS dated as of December 3, 2020, (the "Sourcewell Agreement") which those parties entered into upon and through Sourcewell's award of RFP 092920 to the Vendor for aboveground fuel and fluid storage hardware, software, and services; and

WHEREAS, the County and the Vendor have determined that the Sourcewell Agreement is an acceptable agreement upon which the County and the Vendor may establish a piggyback agreement.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree, as follows:

1. **Recitals.** The above stated recitals are true and correct.
2. **Terms and Conditions; Conflict.** Except as otherwise stated herein, the terms and conditions of the Sourcewell Agreement shall form the basis of this Agreement, with the County having the rights, duties, and obligations of Sourcewell thereunder. A true and correct copy of the Sourcewell Agreement is attached as Exhibit "A" and incorporated herein. If any provision of this Agreement conflicts with any provision of the Sourcewell Agreement, then the terms, conditions, and provisions of this Agreement shall control.
3. **Scope of Work.** The Vendor shall furnish the County all the hardware, software, and services ("Products and Services") as set forth in the Vendor's quote ("Scope of Work") which is attached as Exhibit "B" and incorporated herein.
4. **Supplemental Terms and Conditions.** The terms and conditions of the Sourcewell Agreement are hereby modified or supplemented, as follows:
 - A. **Term.** The term of this Agreement shall commence on the date (the "Effective Date") the later of the two parties executes the Agreement and, unless sooner terminated pursuant to Section 4.D herein, shall continue until the first to occur of the following: (i) upon expiration or earlier termination of the Sourcewell Agreement (it being acknowledged and understood that the latest possible termination date for the Sourcewell Agreement, with all renewal options exercised, is December 7, 2025); or (ii) upon termination by the County, for any reason or no reason, following 30 days' written notice to the Vendor.
 - B. **Insurance.** The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work

commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Vendor's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Cyber Liability. \$1,000,000 combined single limit of liability. Policy shall include, but not limited to, coverage for computer or network systems attacks, denial or loss of service, introduction, implantation or spread of malicious software code, unauthorized access and use of computer systems. Policy shall also include coverage for collection, theft, loss or disclosure of confidential information and data, to include personal and medical data.

C. Indemnity. Vendor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any

and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

D. Force Majeure. Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

E. Default and Remedy. If Vendor materially defaults in its obligations under this Agreement, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to Vendor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement, then Vendor shall have the right to immediately terminate this Agreement by delivering written notice to the County and to seek payment from County for those services Vendor has provided but for which has not yet been paid.

F. Attorneys' Fees and Costs. In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

G. Dispute Resolution. Notwithstanding anything in the Sourcewell Agreement to the contrary, there shall be no arbitration of any dispute arising or pertaining to this Agreement. The parties shall resolve all such disputes via voluntary and non-binding mediation or negotiation.

H. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

I. Governing Law. This Agreement shall be governed in all respects by the Laws of the State of Florida, without regard to conflicts of the laws principles.

J. Venue. Any litigation with respect to this Agreement shall be brought and prosecuted only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

K. Notice. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by nationally recognized messenger or by courier service, or mailed by registered or certified mail, return receipt requested, and addressed, as follows:

If to the County:	Polk County Fleet Management Division Attention: Fleet Management Director 2490 Bob Phillips Road Bartow, FL 33831
If to Vendor:	Syn-Tech Systems, Inc. Attention: General Manager 100 Four Points Way Tallahassee, FL 32305

L. Non-exclusive Agreement. This Agreement does not grant the Vendor the exclusive right to provide the County aboveground fuel and fluid storage hardware, software, and services during the Agreement term. The County may utilize its own personnel to perform such services, or it may employ other vendors or contractors to provide such services.

M. Public Records Law.

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

N. Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

O. No Construction Against Drafter. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

P. Public Entity Crimes. The Vendor declares and warrants that neither the Vendor nor any of the Vendor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Vendor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Vendor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

Q. Unauthorized Alien(s)

The Vendor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Vendor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

R. Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of

this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

S. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties. This Agreement may only be modified or changed in writing, and such modifications and changes signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

Date Signed by County _____

Reviewed as to form and legal sufficiency:

Sandra B. Hooper 6/20/24
County Attorney's Office Date

ATTEST:

Syn-Tech Systems, Inc.,
a Florida corporation

By: [Signature]
Corporate Secretary

By: [Signature]

Sara Duntz O'Keefe
[Print Name]

CHAD SMITH
[Print Name]

Date: 6/25/24

DIR OF PURCHASING
[Title]
Date: 6/25/24

SEAL

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY
STATE OF _____ County OF _____
The foregoing instruments was acknowledged before me by means of physical presence or online notarization this _____ (Date) by _____ (Name of officer or agent) as _____ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped) Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION
STATE OF FLORIDA County OF LEON
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 6/25/24 (Date) by Chad Smith (Name of officer or agent) as Director of Purchasing (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 6/25/24 (Date) Lissa M. Taylor (Name of Notary typed, printed or stamped) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped) Commission Number 468058 Commission Expiration Date 12/18/2027

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL
STATE OF _____ County OF _____
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ (Date) By _____ (Name of acknowledging) who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped) Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____
The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this _____ (Date) by _____ (Name
of acknowledging partner or agent) on behalf of _____ a
partnership. He/She personally appeared before me at the time of notarization, and is
personally known to me or has produced _____ as identification and
did certify to have knowledge of the matters in the foregoing instrument and certified the
same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____
_____(Date) _____ (Official
Notary Signature and Notary Seal) _____ (Name of
Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: ABOVEGROUND FUEL AND FLUID STORAGE WITH RELATED HARDWARE SOFTWARE AND SERVICES

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: SYN-TECH SYSTEMS, INC.

Signature: [Handwritten Signature]

Title: DIR OF PURCHASING

Date: 6/25/24

State of: FLORIDA

County of: LEON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of June, 2024, by Chad Smith (name) as Director of Purchasing (title of officer) of _____ (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: Teresa M. Taylor

Printed Name of Notary Public: Teresa M. Taylor

Notary Commission Number and Expiration: 468058 12/18/2027

(AFFIX NOTARY SEAL)

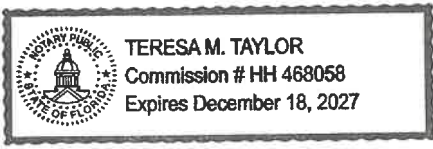


Exhibit A**Solicitation Number: 092920****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Syn-Tech Systems, Inc., 100 Four Points Way, Tallahassee, FL 32305 (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

Sourcwell 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 Sourcwell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcwell 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 Sourcwell and Sourcwell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcwell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcwell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcwell 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. Sourcwell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcwell in advertising and promotional materials for the purpose of marketing Sourcwell's relationship with Vendor.
 - b. Vendor grants to Sourcwell 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 Sourcwell.
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

Syn-Tech Systems, Inc.

DocuSigned by:
Jeremy Schwartz
By: _____
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Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 12/2/2020 | 3:40 PM CST

DocuSigned by:
D. Shane Smith
By: _____
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D Shane Smith
Title: Vice President Sales & Marketing
Date: 12/3/2020 | 11:39 AM CST

Approved:

DocuSigned by:
Chad Coauette
By: _____
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 12/3/2020 | 11:49 AM CST



RFP #092920
REQUEST FOR PROPOSALS
for
Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services

Proposal Due Date: September 29, 4:30 p.m. Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	August 11, 2020
Pre-proposal Conference:	September 15, 2020, 10:00 a.m. Central Time
Question Submission Deadline:	September 22, 2020, 4:30 p.m. Central Time
Proposal Due Date:	September 29, 2020, 4:30 p.m. Central Time Late responses will not be considered.
Opening:	September 29, 2020, 6:30 p.m. Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell’s website (note: there is a tab for each country’s listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/member-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities’ needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services including, but not limited to:

- a. Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, and natural gas;
 - b. Mobile fuel, fluid, and gas storage solutions;
 - c. Hardware related to the aboveground storage tanks and mobile storage solutions described in subsections 1. a. and b. above, including pedestals, gauges, access or security hardware, monitoring equipment and devices, RFID solutions, dispensers, and accessories;
 - d. Fuel and fluid management software related to the aboveground storage tanks and mobile storage solutions described in subsections 1. a. - c. above. However, this solicitation should NOT be construed to include "software-only" solutions. Proposers may include related fuel and fluid management software to the extent that the solutions are complementary to the offering of the equipment and products being proposed; and,
 - e. Services related to the solutions described in subsections 1.a. – d. above, including design, site assessment, site preparation, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.
2. The primary focus of this solicitation is on Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services. This solicitation should NOT be construed to include:
- a. Underground Fuel and Fluid Storage
 - b. Fleet Management software-only solutions
 - c. Telematics, Automatic Vehicle Location (AVL), and GPS-only solutions
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
- a. RFP # 052919 Salt, Brine, Anti-Icing, or De-Icing Agents, and Brine Production and Storage Systems
 - b. RFP # 010920 Industrial and Workplace Storage Systems with Related Accessories
 - c. RFP # 013020 Vehicle Lifts, with Garage and Fleet Maintenance Equipment

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly

operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$20 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price

(MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.

- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell’s knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days’ following Sourcewell’s notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and

- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



8/31/2020

Addendum No. 1

Solicitation Number: RFP 092920

Solicitation Name: Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The insurance coverages required under Section 20 of the Sourcewell template contract do not appear to include Pollution Liability insurance. Will you be adding Pollution Liability coverage as a requirement? We intend to include this in our response even if not added.

Answer 1:

Sourcewell is not planning a revision of the posted contract template this time. An awarded vendor will be expected to carry the insurance coverages as stated in the contract upon execution. Refer also to contract template Section 6. B. regarding a Participating Entity's ability to negotiate for or require additional terms and conditions at the time of the order.

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will determine the information necessary to best demonstrate its financial viability to Sourcewell.

Question 2:

Does this solicitation cover the service area of Montana/Wyoming? Is the solicitation for any/all components and services related to AST equipment and fuel management systems?

Answer 2:

Sourcewell is seeking "... the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities." (see, RFP Section II. B.). The requested equipment, products, and services are as described in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 092920 posted to the Sourcewell Procurement Portal on 8/31/2020, is required at the time of proposal submittal.



8/31/2020

Addendum No. 2

Solicitation Number: RFP 092920

Solicitation Name: Aboveground Fuel and Fluid Storage with Related Hardware,
Software and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How can I tell where this project is located? I would like to know the physical address of the site.

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications, specific locations or finite quantities for our cooperative contract awards. Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

End of Addendum

Acknowledgement of this Addendum to RFP 092920 posted to the Sourcewell Procurement Portal on 8/31/2020, is required at the time of proposal submittal.



9/1/2020

Addendum No. 3

Solicitation Number: RFP 092920

Solicitation Name: Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Table 5 asks for top five government, educational or non-profit customers. Our organization sells through distributors only.

Answer 1:

It is left to the discretion of each proposer to determine how to best demonstrate their financial viability and marketplace success.

End of Addendum

Acknowledgement of this Addendum to RFP 092920 posted to the Sourcewell Procurement Portal on 9/1/2020, is required at the time of proposal submittal.



9/8/2020

Addendum No. 4

Solicitation Number: RFP 092920

Solicitation Name: Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

For Table 5 what is the difference between size of transaction(s), and dollar volumes from the past three years.

Answer 1:

Each proposer, in its discretion, will determine the information necessary to best demonstrate its financial strength and fulfill the requirements set forth in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 092920 posted to the Sourcewell Procurement Portal on 9/8/2020, is required at the time of proposal submittal.



9/14/2020

Addendum No. 5

Solicitation Number: RFP 092920

Solicitation Name: Aboveground Fuel and Fluid Storage with Related Hardware,
Software and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a way to download what has been submitted on a bid?

Answer 1:

After selecting "Start Submission", a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF" if a downloadable PDF of the questionnaire tables is desired.

End of Addendum

Acknowledgement of this Addendum to RFP 092920 posted to the Sourcewell Procurement Portal on 9/14/2020, is required at the time of proposal submittal.



9/15/2020

Addendum No. 6

Solicitation Number: RFP 092920

Solicitation Name: Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In Questionnaire Table 5, what is the difference between “Size of Transactions” and “Dollar Volume Past Three Years”?

Answer 1:

Generally, “Size of Transactions” refers to order or transaction size and “Dollar Volume Past Three Years” reflects aggregate volume. However, it is left to the discretion of each proposer to determine the information and documentation necessary to best demonstrate their Financial, Industry and Marketplace Success and satisfy all the requirements included in the questionnaire tables.

Question 2:

What size tanks are you requiring? What options do you want on the tanks (Catwalks, Bottom Loading etc.)?

Answer 2:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of equipment, products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested Equipment, Products or Services for this solicitation.

Question 3:

In RFP Section II. B. 1. b., what is meant by mobile fuel storage solutions? Is it skid tanks, truck mounted tanks or other?

Answer 3:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

Question 4:

For the solutions listed in RFP Section II. B. 1. c., do you want the related hardware priced or just listed? If priced do you want SRP as the base price with the % discount globally by manufacturer?

Answer 4:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 5:

Pricing will be impacted by annual increases of the manufacturer, currency fluctuation, and cost of living. Do we state this in our pricing of equipment as a global change?

Answer 5:

Refer to the Sourcewell contract template for additional details on the process for requesting a product or pricing change during the term of an awarded contract. A downloadable version of the contract template is found on the Bid Details page for this solicitation within the Sourcewell Procurement Portal.

Question 6:

For RFP Section II. F. Does the marketing plan need to show what our coverage is across Canada as a company plus our sub-contractors? What are you expecting in a marketing plan for the country or regionally?

Answer 6:

It is left to the discretion of each proposer to describe their approach and determine the documentation necessary to best demonstrate their ability to serve Sourcewell's

Participating Entities while satisfying all the requirements included in the questionnaire tables.

End of Addendum

Acknowledgement of this Addendum to RFP 092920 posted to the Sourcewell Procurement Portal on 9/15/2020, is required at the time of proposal submittal.



9/22/2020

Addendum No. 7

Solicitation Number: RFP 092920

Solicitation Name: Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will the financial documents supplied with our bid be available to be seen by anyone, including our competitors?

Answer 1:

Sourcewell is subject to compliance with the Minnesota Government Data Practices Act. Refer to RFP Section VI. E. - Disposition of Proposals for additional guidance on Sourcewell's handling of materials submitted in response to this RFP at the conclusion of the process.

It is left to the discretion of each proposer to determine the information and documentation necessary to best demonstrate their financial viability and marketplace success. The solicitation is a competitive process and proposals are evaluated on the content submitted.

Question 2:

Does Sourcewell have a standard contract for Canadian suppliers? If not, does Sourcewell allow exceptions to be taken to the standard contract for Canadian suppliers?

Answer 2:

The Sourcewell template contract is available for review on the Bid Details page for this solicitation. The template contract is intended for use with any awarded contract, regardless of supplier location. Refer to RFP Section IV. – Contract, for guidance on the

process for requesting a modification to the template contract terms, conditions, or specifications.

Question 3:

What happens if a Canadian municipal government entity wants to purchase a product through a Sourcewell contract with a Canadian supplier? Do the laws of the state of Minnesota apply to a Purchase order issued within Canada?

Answer 3:

Refer to template contract Section 6. F. – Governing Law and Venue. Under the template contract, 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.

End of Addendum

Acknowledgement of this Addendum to RFP 092920 posted to the Sourcewell Procurement Portal on 9/22/2020, is required at the time of proposal submittal.

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

Vendor Details

Company Name: Syn-tech Systems, Inc.
Does your company conduct business under any other name? If yes, please state: FL
Address: 100 Four Points Way
TALLAHASSEE, FL 32305
Contact: Nathan Matthews
Email: nathan.matthews@myfuelmaster.com
Phone: 850-878-2558 1005
Fax: 850-878-2558
HST#: 59-2862052

Submission Details

Created On: Tuesday August 25, 2020 15:37:09
Submitted On: Tuesday September 29, 2020 14:33:44
Submitted By: Nathan Matthews
Email: nathan.matthews@myfuelmaster.com
Transaction #: 1452056c-9dfa-4409-bfa6-4c8178e71707
Submitter's IP Address: 63.148.217.19

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):	Syn-Tech Systems, Inc.
2	Proposer Address:	100 Four Points Way Tallahassee, FL 32305
3	Proposer website address:	www.myfuelmaster.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):	D. Shane Smith Vice President, Sales & Marketing shane.smith@myfuelmaster.com 850-878-2558 x1003
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nathan A. Matthews Program Manager nathan.matthews@myfuelmaster.com 850-878-2558 x1005
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sara Dunlap Fletcher Marketing/Operations Manager sara.dunlap@myfuelmaster.com 850-878-2558 x1311

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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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>Syn-Tech Systems (Syntech) was formed in 1989 to purchase its predecessor company HCI Inc. which had pioneered the deployment of the Automated Fuels Accounting System for the U.S. Air Force beginning in 1979. Its overwhelming success led to entry into the commercial market in 1987 by successfully responding to an RFP issued by North Carolina DOT. Today the company supplies 28 State DOT's among its 8,000 customers. Its reputation as the best supplier in its market segment is evidenced by its ability to acquire and maintain thousands of customers & fueling locations.</p> <p>The achievements of Syntech and its success in its market space is fostered by SEVEN core values listed in the EMPLOYEE HANDBOOK. A brief explanation of each is as follows:</p> <ol style="list-style-type: none"> 1. The company exists to SERVE its customers exceptional value and if successful entitled to a REASONABLE (not excessive) profit. 2. The company is based around successful LONG TERM relationships with its customers. 3. The company is based around successful LONG TERM relationships with its employees, vendors, and professionals. 4. All personnel understands the value of HONEST and ETHICAL dealings with all entities and the need to establish and maintain TRUST in all relationships. 5. The company strives for long term financial stability but must effectively manage itself such that ANNUAL FINANCIAL LOSSES are not incurred. (Income Statement) 6. The company must maintain a strong FINANCIAL CONDITION such that it can overcome unexpected financial stress. (Balance Sheet) (COVID-19 example) 7. The company and all of its employees, agents, and associates understand the destructive nature of ARROGANCE/SELF IMPORTANCE and the effort to recognize and eliminate this behavior.
8	What are your company's expectations in the event of an award?	<p>Syntech was first awarded a National Joint Powers Alliance (NJPA) contract in 2011 and has been highly successful in serving the Sourcewell Governmental client base. Thru Fiscal Year 2019 Syntech has executed two contracts resulting in sales with a value over \$10.8 million. Syntech's current rate of R&D expenditures is at the very top of its industry, (R&D to sales ratio of 20%) which will lead to the release of numerous new products and technologies over the short & medium time scales.</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>Syntech has outstanding operational and financial success through its 30 years of existence. This is demonstrated by the following facts:</p> <ul style="list-style-type: none"> • The company has never incurred an annual financial loss in its 30 year history. • The company enjoys a very high credit rating score (either a AAAA1 or AAAA2) as rated by Dun & Bradstreet • The company has over 8,000 current customers and has installed over 25,000 Island Computer Systems. • The company has an independent audit performed by PriceWaterhouseCoopers for 30 consecutive years with no audit qualifications. (2019 Audit Attached) • The company has accumulated retained earnings of \$16,543,697 thru 8/31/2020. • The company was granted \$2.7 million in PPP funds but returned all of the money voluntarily.
10	What is your US market share for the solutions that you are proposing?	<p>In the Fuel Island Controller space, Syntech maintains a market penetration of ~34.3%. In the Passive Island Controller Systems (AIM) this is estimated to be ~76%.</p>
11	What is your Canadian market share for the solutions that you are proposing?	<p>In the Fuel Island Controller space, Syntech maintains a market penetration of ~22%. In the Passive Island Control Systems (AIM) this is estimated to be ~40%.</p>
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>Syntech has never petitioned for bankruptcy protection.</p>

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>Syntech is best described as a manufacturer or service provider. Syntech follows a unique approach to marketing by employing a large direct sales force to assist distributors and communicate directly with end users of our products. Due to the highly technical nature of the products, this results in a much better customer understanding of the products and their benefits, and how to be successful using them. This approach consistently leads to a very high Customer Satisfaction Index of around 95%, which has been measured for twenty two consecutive years using the same survey methodology.</p> <p>See attached "2020 SALES MAP with Canada" document for a complete breakout of sales regions across the United States and Canada.</p> <p>In addition to our internal sales force, Syntech has cultivated a network of over 500 active distributors. These distributors are system installation, repair and maintenance companies who have been factory certified to work on FuelMaster equipment, to include; fuel management systems, Fuel Management Units (FMU), AIM systems and read/write key devices and associated systems or units. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer.</p> <p>Internal sales force are Syntech Employees, distributor network are independent companies that sell our products and services.</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>Syntech maintains safety certifications, ensuring our products are safe to operate within a hazardous fueling zone. Additionally, our products which emit a wireless signal are certified for Electromagnetic Interference and Electromagnetic Compatibility (EMI/EMC)</p> <p>See attached "Safety-EMC-EMI Certifications" document for a complete listing of hardware certifications.</p> <p>In addition, Syntech also maintains information security certifications for Payment Application Data Security Standard (PA DSS), Payment Card Industry Data Security Standard (PCI DSS), Europay Mastercard Visa (EMV), Federal Information Processing Standard (FIPS) 140-2. Finally, our systems have been assessed and have received the Authority to Operate (ATO) on the Department of Homeland Security internal network.</p> <p>Finally, individual certifications for Security+, Certified Information System Security Professional (CISSP), Windows Operating System Fundamentals (MTA 98-349), HDI Support Center Manager, and AWS Certified Cloud Practitioner, are held by our employees.</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Syntech has never been suspended, debarred, or punished for any reason over its entire 30 year history.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2019 - World's Greatest Fuel Management Company Serving over 8,000 customers from the U.S. Government and Fortune 500 companies, to your local municipalities and schools, Syntech Systems was awarded the World's Greatest Fuel Management Company by World's Greatest</p> <p>2018 - Highest Credit Rating (AAAA1) Syntech retired its remaining long-term debt to become completely debt-free. The company continues to be recognized by 'Dun & Bradstreet' with a very high credit rating score (either a AAAA1 or AAAA2) for a business its size.</p> <p>2017 - Florida State University College of Business Hall of Fame Syntech Systems CEO, Douglas Dunlap inducted in the Florida State University College of Business Hall of Fame for exceptional professional and personal achievements.</p> <p>2015 - Innovation and Technology Business of the Year Awarded the 'Innovation and Technology Business of the Year' by the Greater Tallahassee Chamber of Commerce.</p> <p>2016 - Made in Tallahassee Awarded the 'Made in Tallahassee' award by the Economic Development Council for companies who are headquartered in Tallahassee and whose products are marketed nationally.</p>
17	What percentage of your sales are to the governmental sector in the past three years	81% of sales were made to customers in the governmental sector over the past three years.
18	What percentage of your sales are to the education sector in the past three years	14% of Syntech's sales were made to customers in the education sector over the past three years.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Syntech has state, provincial, or cooperative purchasing contracts with the following entities; sales volume for each over the past three years is also listed:</p> <p>Sourcewell - \$5,388,471.00 Texas Buy Board - \$646,044.00 Massachusetts Operational Services Division - \$0.00</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Syntech has a GSA Contract, GS07F9154G, with a sales volume of \$149,996.00 over the past 3 years.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Arkansas Department of Transportation	Mark Holloman	501-569-2667
City of Winter Park, FL	Luke Bryan	407-599-3593
City of Berkeley, CA	Greg Ellington	510-981-6469

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 *
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Naval Information Warfare Center / Defense Logistics Agency	Government	District of Columbia - DC	The scope of work is to maintain existing systems to include Preventive Maintenance (PM), Corrective Maintenance (CM), and Site Support under the responsibility of DLA's Central Maintenance Program (CMP). This work provides reliable, cost effective, and well-maintained systems at the fuel facilities for DOD worldwide locations. The systems consist of the Fuel Master FMU2550/2551/3500 series and auxiliary equipment installed by the contractor and documented in their equipment records. Maintenance of these systems requires the support of multiple technicians, help desks, and detailed logistics coordination. The Fuel Management Units (FMUs) are connected to fuel dispensers at the different service stations. This task order includes the electronic and electrical connections within the FMU and the dispenser. Mechanical and electrical connections between the FMU and the dispensers are the responsibilities of the site.	\$4,745,019.75 \$4,974,621.05 \$3,825,916.55	\$ 13,545,557.35	*
Department of Homeland Security	Government	District of Columbia - DC	Provide fleet telematics solutions to collect data from 8,805 vehicles across 313 Customs and Border Protection (CBP) locations across the United States, Guam, U.S. Virgin Islands and Puerto Rico. Additional requirements include installation, training and maintenance services on required hardware, software, systems, and equipment after Government acceptance.	\$ 6,886,736.50 \$ 69,642.26 \$ 255,829.81 \$ 275,889.15 \$ 20,737.55 \$ 20,737.55 \$ 554,267.71 \$ 260,913.19 \$ 260,913.19	\$ 8,605,666.91	*
North Carolina Department of Transportation (NCDOT)	Government	North Carolina - NC	Provide components for 182 Fuel Management Unit upgrades and 12,000 Automotive Information Modules, FuelMaster software upgrade and upgrade training.	\$3,955,301.00	\$ 3,955,301.00	*
Arkansas Department of Transportation (ARDOT)	Government	Arkansas - AR	Provide and install a turnkey fuel management system that aids the Arkansas Department of Transportation in the collection of fuel sale and inventory transactions. The system shall be integrated with the district automated tank gauges/tank monitor units (ATG/TMU) where applicable. Additionally, the contractor shall install required network communications infrastructure where required to ensure proper connection to the FMLive enterprise application. Furthermore, the contractor shall provide a fleet telematics solution capable of securing fuel sales transactions and transmitting on-board diagnostic data wirelessly to the fuel management system.	\$ 2,583,723.00	\$ 258,372.00	*

Ohio Department of Transportation	Government	Ohio - OH	<p>Super Maintenance</p> <ul style="list-style-type: none"> • Unlimited 24/7 phone support and diagnostics with no holiday restrictions. • Free software/firmware updates • Free required repair parts • Free Surge Repair Kits • Acts of God Coverage • Free FuelMaster certified technician site visits <p>AIM Module Maintenance</p> <ul style="list-style-type: none"> • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free Firmware Updates • Failed hardware replacement 	<p>\$ 82,632.00</p> <p>\$ 416,542.56</p> <p>\$ 497,052.50</p>	<p>\$ 996,227.06</p>
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Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	<p>Syntech Systems employs a direct sales force divided into ten regions across the US and Canada each headed by a Regional Sales Manager (RSM) and is the largest in the industry dedicated to Fuel Management. The RSM is responsible for management of the distributors in the region and with meeting directly with end users to provide a professional presentation of our products. Additionally the company employs ten sales specialists who support the RSM's for aftermarket sales & upgrades, commercial aviation, maintenance & repair, and national accounts.</p> <p>The Sales Force is further supported by a staff of five project managers and six support personnel including senior management for a total of 31 in the department.</p> <p>See attached “2020 SALES MAP with Canada” document for complete breakout of sales regions across the United States and Canada.</p>
24	Dealer network or other distribution methods.	<p>As detailed in Table 2, question 13, Syntech has cultivated a network of over 500 active distributors. These distributors are selected based on their dedication to customer support, their technical ability and staff, and their financial stability. This distributor base has complete coverage across the U.S. and Canada including more remote areas of Alaska, Hawaii, Puerto Rico and the Caribbean. All distributors receive extensive technical and sales training and must be certified and recertified every two years. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer.</p>
25	Service force.	<p>Syntech also employs an in-house team of eight Field Service Representatives, to support and augment our distributor base, particularly with the more technical projects requiring additional expertise. Syntech distributors employ at least one FuelMaster certified technician on staff. With more than 2,000 FuelMaster-certified technicians across the U.S. and Canada, Syntech can provide world-class service wherever needed.</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.	When Syntech made the decision to enter the commercial market in in 1987 (see question #7) we realized the distributors and technicians in the industry at that time supported mechanical equipment and were not familiar with complex computer equipment. This required that Syntech (1) develop modular hardware which could be easily repaired (2) employ sophisticated remote diagnostics to identify issues from Tallahassee, and (3) engage a highly responsive and competent support staff to maintain a 99% operational status for all equipment. This has led to the Syntech Customer Satisfaction Center which currently receives about 80,000 calls per year and maintains a customer satisfaction rating of about 95%. The single most important job is to RESTORE A DOWN FUEL SITE TO AN OPERATING CONDITION AS QUICKLY AS POSSIBLE AND IN HOURS AND NOT DAYS! Its operational parameters to achieve this and other services are as follows: (1) CSC includes a staff of 31 support personnel. (2) Four levels of support including 1st Level, 2nd Level, Applications Engineering, and Engineering Developers (3) 24/7 service, (4) Operational time goal of 99.5% (5) Call waiting time of not more than 5 min. (6) All calls be closed within three days (5) Special expedited call line for Distributors and technicians actively on a job site.	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Syntech has customers and distributors in all fifty states, is currently providing products and services to all Sourcewell entities within the United States.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Syntech has customers and distributors across all Canadian Provinces and Territories. Syntech is willing and able to provide our products and services to all Sourcewell entities throughout North America.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographical areas of the United States or Canada that Syntech Systems cannot provide service to.	*
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 are no entity sectors that Syntech will not be servicing through the proposed contract. Syntech provides the opportunity to use the Sourcewell contracts to all eligible customers.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii, Alaska or US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Syntech has a UNIQUE STRATEGY to market this contract which it uses for all its existing customers. It involves ENGINEERING UPGRADEABLE MODULES enabling the latest technologies to be implemented without complete system replacement. This results in significant cost savings to existing customers.</p> <p>Beginning in 2014 Syntech initiated R&D for a CLOUD BASED/Syntech HOSTED true real time software Fuel & Data collection system operable at any internet accessible location worldwide. Developed at a cost of over \$30 Million, it is marketed as FMLive, and was purchased by the Department of Homeland Security (DHS) and is installed at 313 locations across the United States. Due to its significant financial strength, Syntech was able to fund the entire \$30 million out of its operating budget without any borrowing.</p> <p>With Syntech maintaining 8,000 current customers who use the older Legacy Enterprise System, THE UPGRADEABLE MODULES to FMLive present a significant technological and cost opportunity. The total potential market value of this product over the next ten years is expected to be about \$64,000,000 per year to the existing customer base, as Legacy users migrate to the Cloud.</p> <p>Sourcewell was utilized by Arkansas DOT to purchase this exact system and has nearly completed a 90+ site installation. The ten year contract value is estimated to be \$5.18 Million, and it is expected that many other existing and new customers will also follow this identical path.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Syntech utilizes digital media to connect with a diverse audience through our website, Facebook, Instagram, and LinkedIn by featuring our products, services, and sales force. Engagement statics are analyzed then strategizes are updated and deployed accordingly. Quarterly communication updates for customers and distributors are executed with Constant Contact to allow evaluation of open rates, engagement appraisals, and campaign comparisons. Digital marketing and communication can be co-branded with Sourcewell to further communicate the awarded contract.</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 provides a valuable asset by offering training to our sales force arming them with the knowledge to bring cost-savings to our current and potential customer base. Syntech continues to benefit from Sourcewell's legislative initiatives in advocating cooperative purchasing avenues across the U.S. and Canada.</p> <p>Sourcewell's mission is seamlessly woven into conversations and presentations that our staff conduct daily. Syntech attends over 100 tradeshows annually across the U.S. and Canada where we display Sourcewell-provided table flags in addition to our co-branded marketing literature. (SEE ATTACHED).</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>E-procurement is a priority and with the launch of new web-site technology in 2020 integrating an e-procurement option for our customers is scheduled as a phase 3 effort, with an estimated deployment date in Q2-2021</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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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>Syntech uses its sound training experience to transfer knowledge to selected personnel on all systems, software, hardware, equipment and other technology installed in response to all objectives. We will institute a "train the trainer" program in every training evolution. Additionally, User, Operational, and Troubleshooting Manuals will be provided for all systems, software, hardware, equipment and other technologies. It has been our experience that training reinforcement is the best method by which individuals learn and retain knowledge. Our diverse education methods, perfected over decades by training over 8,000 customers, ensure maximum learning retention. The following proven training scenarios are available:</p> <p>On-Site Training - Training shall be provided on site immediately after system startup on each type of hardware/software component, directly with individuals responsible for each functional area: software, maintenance and vehicles.</p> <p>Webinars - Subsequently, a two-hour webinar conference will be scheduled after installation. This training is used to maximize retention of previously learned skills and to answer any questions personnel may have after using the systems.</p> <p>Online Customer Training Course (accessible online) – A self-paced customer class accessible online with a library of manuals, guides, and other technical and operational reference material will be available. This course provides users with the basic information needed to operate the FuelMaster FMU and FMLive software at the customers own pace.</p> <p>Classroom Training - Syntech offers a quarterly customer training at our corporate office in Tallahassee, Florida at no cost. This three-day course covers system software and hardware operations including common troubleshooting techniques. Classroom training mimics real world exercises (using actual dispensers, tank gauges and FuelMaster equipment) as closely as possible within the confines of a classroom. At the end of each training session, individuals attending the training will be given an exam to demonstrate their mastery of the training subject matter. Training data and test results will be maintained by Syntech and made available upon request. The training program is continually reviewed via attendee exams and surveys. Improvements are made to the training program when required. Data on training attendees, dates, curriculum, and test results will be maintained by Syntech and made available upon request.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>At the heart of the system is Syntech's Software as a Service (SaaS) solution. FMLive is a web-hosted application--developed with industry-standard architecture and protocols to ensure stability and performance. Developed with state-of-the-art technology, Syntech ensures a secure and intuitive user experience, longevity of the application, and maximal opportunities for integration. The application also complies with Section 508 of the Americans with Disability Act.</p> <p>The technology built into FMLive resides in geographically dispersed data centers and provides the methodology for real-time centralization and storage of all fuel transactions, bulk fuel tank levels, and vehicle data collected through the FuelMaster Fuel Management Units (FMUs), Remote Data Collection Units (RDCUs), AIM2.4, AIM Titanium, FIT Compass, and bulk fuel tank level gauges. Data in-transit between the FMU(s) and the database is encrypted using modules validated to comply with the Federal Information Processing Standard (FIPS 140-2) utilizing Transport Layer Security (TLS 1.2) combined with PKI (Public Key Infrastructure) authentication.</p> <p>FMLive is highly configurable and customizable to support our diverse user base and their changing business requirements. FMLive's built-in technology resides within the Amazon Elastic Cloud Compute (EC2) environment. Furthermore, the application can be configured to auto-generate email notifications, allowing for real-time system-generated alerts based on FMU messages, fuel inventory and deliveries as required by operational and functional managers. FMLive aggregates data produced by the end user's fueling stations to allow for centralized management of invoicing, inventory, and maintenance resources. These real-time capabilities also permit the lockout of access media much like a bank card can be immediately cancelled use by a financial institution, preventing fraudulent use and pilferage. The FMLive system creates a 360-degree data view that will increase the end user's ability to support daily operations. In addition, the FMLive server has provisions that allow for future upgradeability and or integration into the end user's asset and financial management systems.</p> <p>FMLive's customer facing application programming interface (API) allows for the quick import of user and vehicle data, as well as export of transactional data to third party fleet and asset management systems. Coupled with Business Intelligence (BI) and reporting technology, users may define custom reports to meet specific business needs. All reports are exportable into multiple flat file formats including, Excel, PDF, Word, and CSV. Reports can be scheduled to run on a periodic or as-needed basis. Furthermore, the reporting BI tool can be configured to automatically generate email notifications allowing for real-time system-generated alerts based on data, such as: sales, inventory, vehicle telematics and any other data required by operational and functional managers.</p> <p>The overall scope of any Fuel Management System is to provide turnkey fuel management solutions for capturing fleet fuel sale transactions at unattended service stations. Syntech provides the FuelMaster 4000 Series system, which delivers fuel transactional data and system status to the cloud-hosted enterprise in real-time. This real-time aggregation of data is performed using communications with enterprise servers, meaning transactions completed at FMUs are uploaded to the enterprise as soon as they are completed. Conversely,</p>

		<p>changes made in the enterprise server (e.g. proximity card authorizations/de-authorizations and FMU Configurations), are pushed to FMUs as soon as the records are saved. FMU pedestals are installed at the fuel islands and can control up to eight fuel points. Interfacing directly with installed fuel dispensing systems, FMUs receive fuel quantity data from mechanical or digital pulse emitting devices. Additionally, the FMU provides a wide selection of source media options, providing support for magnetic stripe cards, keypad entry, proximity cards/fobs (see list below for current list of supported formats) as well as proprietary Prokee and AIM devices.</p> <p>HID Standard 26BIT HID Standard 34BIT HID Corporate 1000 - 35BIT HID 36BIT Clock & Data HID 37BIT (w/o Facility Code) HID 37BIT (w/ Facility Code) HID Corporate 1000 - 48BIT</p> <p>With these supported authorization devices, the system provides configurable authorization workflows. The authorization workflow defines what steps must be taken by the operator interacting with the FMU in order to start a transaction (e.g. begin fueling). A workflow is a series of steps that must be followed in order to initiate a fuel sale, the FMLive system supports our proprietary devices like the AIM or Prokee as well as third party media to be the initiator.</p> <p>Central to the FMU is a custom embedded Linux Operating System (OS) that provides the flexibility to keep abreast with emerging technologies. This ensures that the FMU can meet future organizational needs. FMUs are configured to transmit system events, such as: fuel sale transactions, system messages, authorization attempts, inventory and fuel delivery data to the FMLive enterprise server in real-time and provide users with the most up-to-date operational and financial data. Additionally, an audit trail of all systems events and transactions is maintained throughout the system providing administrators the information to accurately trace data from cradle to grave.</p> <p>Systems are designed to withstand shock and vibration from routine use in the field including extreme temperatures of -40 ° F to +140 ° F. The FMU also conforms to National Electric Code (NEC), National Fire Code (NFC), and Conformaté Européene (CE) for use in volatile fuel servicing area where fuel vapors may be present.</p> <p>In addition, Syntech's FuelMaster solution provides the capability of integrating Tank Monitoring Units (TMUs) inventory and delivery notifications into the enterprise application. Incorporating fuel tank inventories and deliveries into the application provides the customer with the data necessary to reconcile fuel sale transactions against inventories and provides low fuel level notification, ensuring on-time fuel deliveries. Finally, FMUs have the capability of transmitting transactional and system data to the cloud via the customers local area network either through ethernet or Wi-Fi. However, the recommended communication medium is cellular modem, providing the system with the flexibility, reliability and security of a private cellular network. Thus, the Syntech 4000 series FMU delivers the technology that will reduce the requirement for costly infrastructure upgrades and provide the network security protocols necessary to combat emerging cybersecurity threats.</p> <p>See attached "FMLive Overview" document for more detail.</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.	<p>A reduction of Carbon Emissions from the transportation sector is the key component of our nation's goal to reduce greenhouse gas emissions 40% by the year 2030. This would put our greenhouse gas levels below the 1990 mark and continue to drive progress towards our climate and clean air goals. Within the transportation sector, government programs have created initiatives to accelerate the management of carbon emissions with new technology for vehicles and heavy equipment. The fleet and transportation segments will continue to see more regulation in the future to ensure the use of clean technologies, especially along primary freight corridors. The Automotive Information Module (AIM Device) is the connected receiver to the vehicle's on-board diagnostic system (OBD). With AIM connected to the OBD, and Radio Frequency Identification (RFID) communication from the vehicle's AIM device to the Fuel Management Unit (FMU), vehicle data can be recorded and reported through the fuel management platform. The OBD is a computer-based-system designed to aid in the monitoring and management of major engine components. In addition to Engine Diagnostic Codes and indicators like Check Engine Light, dozens of other engine performance and driver behavior data points can be collected and reported. AIM reports such metrics as Engine Idle Time and Maximum Engine Oil Temperature. Additional data related to Oxygen Sensors, Exhaust Gas, and Fuel/Air Ratio are also available through an OBD via AIM. Syntech Systems is working with greenhouse gas conscience fleet managers to determine the bundle of data points desired to assist in managing their fleet to new clean air standards. The AIM technology is a true asset in collecting this data. We are eager to work with a local firm to tailor the system to provide the right data through AIM. With over 400 parameters available through the OBD, we can focus on the most important data needs for our customers. Advancements in technology, like AIM, will be a catalyst in our ability to achieve 80% reduction in greenhouse gas emissions by 2050.</p>

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.	<p>At Syntech, we understand the harmful effects that discarded electronics can have on the environment. With that in mind, Syntech has taken large strides in its effort to reduce the amount of heavy metals included in our products using the 2011/65/EU directive as our guide. This ensures RoHS compliance as we develop our products. Meaning there is a Maximum Concentration Value (MCV) for heavy metals and flame retardants covered by RoHS are as follows:</p> <ul style="list-style-type: none"> • Lead (0.1 %) • Mercury (0.1 %) • Cadmium (0.01 %) • Hexavalent chromium (0.1 %) • Polybrominated biphenyls (PBB) (0.1 %) • Polybrominated diphenyl ethers (PBDE) (0.1 %) 	*
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.	<p>Syntech is a Veteran-Owned Small Business (VOSB) and Woman or Minority Business Entity (WMBE) that employs program/project management, engineering, deployment solutions, as well as, vehicle and logistics personnel with decades of experience. Furthermore, the core leaders of Syntech come from the realms of big business and government sectors, carrying the experience and knowledge of running large scale operations with multiple simultaneous task orders to our operational design.</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Syntech is a highly qualified and responsive commercial vendor that has forged a comprehensive and technically competent team. Syntech is the most capable company within the fueling and fleet data management arena as evidenced by the vast experience it has obtained over the forty (40) years within the industry, as well as the demonstrated breadth and depth of its technical staff. Currently the company can cite the following experience in the government space, a quality unique to Syntech:</p> <ul style="list-style-type: none"> - The company has ~8,000 individual customers worldwide operating ~3.5 million vehicles daily. - The company supports over 20,000 fueling locations worldwide, including ~897 units within the Department of Defense at 340 separate military installations. - Syntech has the most comprehensive technical support team in the fueling automation industry with ~8,800 units under active maintenance support at ~3,300 unique locations. - Included among the customer base are 28 State Departments of Transportation utilizing our Fuel Management Systems. - The company has sold and supports ~500,000 AIM Units (Automotive Information Modules) among ~560 different customers including ~18,000 by the Department of Homeland Security. 	*

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?	<p>The basic warranty for each FuelMaster FMU provides coverage for parts and telephonic labor for a period of one year from date of start-up or fifteen months from date of shipment, whichever occurs first. Each Prokee is warranted against defects in material and workmanship for a period of five years. A toll-free number for technical assistance is also included. This line affords the customer access to product support personnel who will answer questions regarding operation of FuelMaster hardware or software and provide diagnostic capabilities when necessary.</p> <p>Under terms of this agreement, FuelMaster technicians will telephonically diagnose problems, with the assistance of the customer, to determine warrantable conditions, and possible problem solutions. Syntech will replace all defective parts and provide assistance to the customer in installation of replacement parts to allow the unit to be repaired as expeditiously as possible. Please note that the FuelMaster was designed in a modular manner to provide easy and rapid exchange of parts, even by non-technical personnel. Other systems are not designed this way and consequently do not offer warranties comparable to FuelMaster.</p>	*

43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>All FuelMaster Fuel Management Systems must be initialized to validate the warranty of the equipment. Initialization is the startup, inspection, and tests performed to certify the installation. Initialization can be completed only by a Syntech FuelMaster technician, or a technician who has completed the Syntech FuelMaster Installation School. Final certification must be accomplished jointly by the Customer and Syntech factory trained personnel.</p> <p>When a Prokee or smartcard is inserted after initial power-up, FMUs will prompt the initializing technician to call 1-800-888-9136, ext. 1500, for an activation code. This number connects to Syntech's Customer Satisfaction Center (Help Desk). The caller will be forwarded to a Customer Satisfaction Center (CSC) technician who has a 1-page form to complete before providing the activation code. The caller will be asked pertinent questions about the site and FMU. The CSC technician will need the FMU serial number to generate an activation code. It is very important the FMU is assembled with the correct upper cabinet which matches the pedestal with the serialized ID plate. If not, the activation code will not activate the FMU.</p>	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Systems comes standard with a 1-year (or 15 months from shipping date) warranty that covers support and distributor visits for those tasks that cannot be performed by the customer or areas that require a higher level of expertise. After the warranty period, Syntech offers three extended maintenance plans with varying levels of support, allowing the customer to choose the best package for their operations.	*
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 areas for which Syntech cannot provide a certified repair technician. The primary method for warranty repairs is to ship replacement parts to the customer to replace with assistance from the CSC. If the Customer is unable to replace the parts, the warranty covers distributor visits for those tasks that cannot be performed by the customer or areas that require a higher level of expertise.	*
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?	Associated equipment including printers, personal computers, and other items not manufactured by Syntech Systems, Inc. are warranted to the extent covered by the original manufacturer. Syntech does warrant the interface of OEM products to all FuelMaster equipment and will assist any customer in further obtaining warranties when it is determined to be appropriate.	*
47	What are your proposed exchange and return programs and policies?	Syntech allows Return or Exchange of FuelMaster parts generally at no charge. Under the maintenance programs, we require that failed parts be returned for analysis and possible repair. Syntech generally provides the customer with a pre-paid shipping container to facilitate this process.	*

48	Describe any service contract options for the items included in your proposal.	<p>Manufacturer's Warranty:</p> <p>Standard Warranty All FuelMaster units come with a manufacturer's warranty of 12 months from installation or 15 months from date of shipment, whichever comes first. This standard warranty provides:</p> <ul style="list-style-type: none"> • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free software/firmware updates • Free required repair parts (exclusions are Acts of God, surge repair kits, vandalism, and faulty installation or operation by a vendor. This also does not cover site visits by FuelMaster technicians if required). <p>Super Warranty The standard warranty on your FuelMaster units can be upgraded to our super warranty level to provide the following additional coverage:</p> <ul style="list-style-type: none"> • Unlimited 24/7 phone support and diagnostics with no holiday restrictions. • Free software/firmware updates • Free required repair parts • Free Surge Repair Kits • Acts of God Coverage • Free FuelMaster certified technician site visits as required <p>AIM Module Warranty The basic AIM warranty period that comes standard with purchase for each module is 12 months from the date of shipment and provides:</p> <ul style="list-style-type: none"> • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free Firmware Updates • Failed hardware replacement <p>Extended Warranty Plans:</p> <p>There are several support options available to extend your manufacturer's warranty on your FuelMaster units and AIM modules. These extended warranty plans are designed as a way to preserve your investment in FuelMaster. Customers under all support plans are provided with a toll-free number and have access to FuelMaster technicians to assist in operations and diagnostics. Listed below are our extended warranty options:</p> <p>Limited Maintenance</p> <ul style="list-style-type: none"> • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free software/firmware updates • 10% discount on repair parts <p>Standard Maintenance</p> <ul style="list-style-type: none"> • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free software/firmware updates • Free required repair parts (exclusions are Acts of God, surge repair kits, vandalism, and faulty installation or operation by a vendor. This also does not cover site visits by FuelMaster technicians if required). <p>Super Maintenance</p> <ul style="list-style-type: none"> • Unlimited 24/7 phone support and diagnostics with no holiday restrictions. • Free software/firmware updates • Free required repair parts • Free Surge Repair Kits • Acts of God Coverage • Free FuelMaster certified technician site visits <p>AIM Module Maintenance</p> <ul style="list-style-type: none"> • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free Firmware Updates • Failed hardware replacement <p>See attached "Warranty and Maintenance Plans" document</p>
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Standard Payment Terms are NET 30 but we are flexible with customers and distributors when circumstances require. The nature of the industry is often long lead times between ordering and final completion causing cash flow problems for distributors, and pressure on Sourcewell Members to make advance or progress payments. We work with both parties to assure contracts are executed and completed satisfactorily and payments are as timely as possible.
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?	Syntech can arrange with leasing organizations to provide financing proposals to customers, depending on credit & financial qualifications. Syntech is always willing to work with any Government or Education Agency in creating a leasing plan and finding the best financial institution.
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.	When Syntech receives an order through Sourcewell, the Customer ID is created with a distinct code, which identifies the order as a Sourcewell Contract order. This both ensures the customer receives the negotiated Sourcewell Contract discount and provides a method for reporting to Sourcewell. Syntech's accounting department runs a monthly activity report to specifically identify Sourcewell Contract orders. Every quarter, the monthly reports are consolidated into a spreadsheet that is provided to Sourcewell along with the 2.5% administrative fee for all Sourcewell Contract orders.
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?	Syntech does accept purchases using the P-card procurement and payment process, there are no additional fees for using this process.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Syntech provides a 10% discount and additional volume discounts on all product categories, except for services, extended maintenance plan and shipping & handling. Product categories that do not receive discounts are identified in the Syntech Equipment and Services Catalog under the following headings: FMLive SERVICES EXTENDED WARRANTY MAINTENANCE PLANS TRAINING SERVICES CUSTOMER SUPPORT SERVICES SHIPPING AND HANDLING COSTS All other products receive the 10% discount, see attached "Detailed Pricing Data" spreadsheet for a list a list of all products offered with discount.
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.	Pricing to Sourcewell participating agencies is represented as a 10% discount from the manufacturer's suggested retail price (MSRP) from all hardware included in the attached Equipment and Services Catalog.
55	Describe any quantity or volume discounts or rebate programs that you offer.	In addition to the 10% discount, Syntech will negotiate greater discounts on larger opportunities.
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.	Open market items or equipment not listed in Syntech's Product and Services Catalog are typically provided at cost plus a markup percentage. In some cases, based on general need of the open market item, the item may be added to the Product and Services Catalog, at which point Syntech will provide an updated copy to Sourcewell.

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.	<p>The most common costs beyond Syntech equipment are site preparation and installation. It is typical for a customer to have an existing fuel island with operational fuel tanks, pumps and dispensers. However, if the customer has never had a fuel management system, additional hardware such as mechanical pulsers or digital pulse output circuit boards may need to be added to their existing equipment. Additionally, installation material like conduit and cabling prices vary based on the location, and quantity required is determined by physical layout of the fueling site(s). In some cases, installation may require underground conduit, which in turn may require trenching. Furthermore, a large fueling site may require multiple Fuel Management Units (FMUs) increasing the volume of installation material and labor required to complete the installation, all of which impacts the total installation cost. In some scenarios, Syntech may be replacing a competitor's system, which does generally lower the overall cost, as the required conduit, for the most part, is already in place. However, every installation varies. Quotes for installation are best when an onsite assessment can be completed by a local certified installer or Syntech Field Service Representative.</p> <p>A major component of our services is to guide the Sourcewell Member through this process to facilitate a successful project at the lowest practical cost!</p>	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Syntech offers fixed fee handling and freight (ground) charges for several items within the Continental United States, including:</p> <ul style="list-style-type: none"> FMU/Satellite Unit Legacy Mobile Upgrade (Upper Cabinet Components) PowerVar Three Line Display Pedestal Receipt Printer Ligowave Electronic Interface Dispenser Kit AIM Kit <p>Additionally, when customers use their own freight accounts, Syntech offers handling only options. All other orders will use a handling and freight fee based on the total dollar value of the order. Finally, freight charges for any location outside the Continental United States is based on estimates provided by the carrier using the weight and dimensions of packages to be shipped.</p> <p>See page 32 of the attachment "Syntech Equipment and Services Catalog- Effective June 2020"</p>	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>With customers all over the globe, Syntech regularly ships items to areas outside of the Continental United States. Delivery terms are based on customer requirements and project timelines. Freight charges for locations outside the Continental United States are based on estimates provided by the carrier, using the weight and dimensions of packages to be shipped.</p>	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Syntech has cultivated a network of over 500 active distributors. These distributors are FuelMaster certified installation, repair and maintenance companies who have been factory certified to work on FuelMaster equipment, to include; fuel management systems, Fuel Management Units (FMU), AIM systems and read/write key devices and associated systems or units. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer.</p>	*

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell.	<p>Our self-audit process begins with the receipt of new purchase orders, the order is first evaluated to determine if the customer is a Sourcwell participating entity. If identified as such, purchase orders are validated to ensure the entity is receiving the negotiated Sourcwell contract pricing. Once confirmed, the order is processed. Each customer has a unique Customer ID within our order system, Sourcwell participating entities receive a distinct contract code embedded in their customer ID. This allows us to quickly identify the participating entity, and guarantees they receive contract pricing on all subsequent/future orders.</p> <p>Syntech's accounting department generates weekly and monthly reports, providing them to Sales and Marketing, for use in evaluating contract performance metrics. Additionally, a quarterly report is generated to calculate the Sourcwell administrative fee, the report is reviewed for accuracy and when approved by the CFO , a check is issued and delivered to Sourcwell along with the quarterly report.</p>
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	Syntech proposes a 2.5% administrative fee to be paid to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract. The 2.5% fee is calculated as a percentage of sales under the contract, it is not a line-item addition to the participating member's cost of goods.

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.	Syntech Systems is offering world class fuel management systems, trusted by the Department of Defense and Department of Homeland Security. For a more detailed description of our products and services, please review the attached Equipment and Services Catalog.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Fuel Management, Fuel Inventory Tracking, Fuel Accounting, Fleet Management, Telematics, Data Management, Cloud Hosted Services, Real-Time Data Collection, Business Intelligence, Information Security

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	Syntech partners with entities offering aboveground fuel and fluid storage tanks, providing fuel and fleet management hardware, software, and other ancillary services. *
67	Fuel and fluid hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Equipment and Services Catalog *
68	Fuel and fluid management software	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Equipment and Services Catalog *
69	Installation, testing, maintenance or repair services	<input checked="" type="radio"/> Yes <input type="radio"/> No	See Equipment and Services Catalog *

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.	Syntech reports all Sourcwell transactions on a monthly basis in its Monthly Sales Report including Customer, Sales Volume, transaction count and totals for the month and Year to Date and comparison to the prior year. These values are compared to historical totals beginning in 2011 and evaluated for adequate growth. Additionally, individual Regional Sales Managers use of Sourcwell is reported and evaluated for effectivity of use and meeting objectives. *
71	Describe the security systems in place for protecting and controlling access to your solutions.	<p>User accounts are created with unique usernames that then become the account identifier throughout the system. The account also requires a first and last name be entered which allows the administrator to correlate the unique identifier with the proper name of the individual. Additionally, the accounts are assigned roles and organization during creation. Role-based access ensures that the account is created using the least privilege principle while the organization assignment determines whose data the account is authorized to view. By default, FMLive institutes single-factor authentication with a username and password. Accounts are required to use complex passwords, meeting the requirements of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63B (June 2017) or NIST SP 800-63-2 (August 2013) based on the customer's preference.</p> <p>NIST 800-63B Requirements</p> <ul style="list-style-type: none"> - Contain at least 8 characters. - Not be identical to any of the user's last 4 passwords. - Not contain 4 of the same character in a row. - Not be a dictionary word. - Not be a password which has appeared in publicly documented data breaches of other applications. - Not contain personal information such as names, telephone numbers, account names, or birth dates. - Not contain FUELMaster, FMLive, or Syntech. <p>NIST 800-63-2 Requirements</p> <ul style="list-style-type: none"> - Contain at least 15 characters. - Contain a mix of upper case letters, lower case letters, numbers, and special characters. - Not be identical to any of the user's last 10 passwords. - Not contain personal information such as names, telephone numbers, account names, birth dates, or dictionary words. - Differ from the previous password by at least four consecutive characters. <p>If multifactor authentication is desired, the application also supports Personal Identifiable Verification (PIV) credentials, providing two-factor authentication using a hardware token. PIV credentials allow for a high level of assurance in the individuals that access FMLive because they are only issued by trusted providers to individuals that have been verified in person. PIV credentials are highly resistant to identity fraud, tampering, counterfeiting, and exploitation. When using PIV credentials FMLive maps the authenticated identity to an individual system account using the certificate name. If the user accessing the system has entered the correct PIN, the certificate name is valid in the application database to which the user will be granted access.</p>

		<p>FMLive system and application logs are configured to log enough information to determine what type of event occurred, the date and time of the event, the location of the event, the source of the event, the outcome (success or failure) of the event, and the identity of the user/subject associated with the event and are monitored by the Syntech application administration team. The Application generates time stamps for all recorded events; all hosts and devices utilize Coordinated Universal Time (UTC) to ensure all events are correlated with a single authoritative source regardless of time zone.</p> <p>FMLive instances are built to meet the requirements of the most security-sensitive organizations. Amazon EC2 works in conjunction with Amazon Virtual Private Cloud (VPC) to provide security and robust networking functionality for your FMLive deployment. The VPC environment provides layered protection of the application and system resources. The first layer is the environment, which employs a deny-by-default firewall, only allowing access to whitelisted IP addresses/range provided by the customer and only for the ports required for HTTPS communication between the customer network and FMLive application server.</p> <p>Access to FMLive servers in AWS requires Multi-Factor Authentication (MFA) in addition to a whitelisted IP address. MFA is a simple best practice that adds an extra layer of protection on top of the username and password. When Syntech Operations administrators attempt to sign into an AWS website, they will be prompted for their username and password (the first factor—what they know), as well as for an authentication response from their AWS MFA device (the second factor—what they have). Taken together, these multiple factors provide increased security for your AWS account settings and resources.</p> <p>Auditable events are captured and stored at every layer within the system, recording and storing actions made within the environment. Capitalizing on the AWS CloudTrail provides increased visibility into user and resource activity by recording actions and API calls. This allows for identification of users and accounts that have called AWS, the source IP address from which the calls were made, and when the calls occurred. Next, the host virtual machines maintain audit logs for operating system level events. After the operating system level log, the system audit log tracks TLS authentication attempts and configuration changes, recording the username or hostname, time/date, event type, category (successful/unsuccessful) and source IP address of the machine where the attempt was made. Finally, the application log records identity of the users and devices that attempt to authenticate to the FMLive application. The application records user authentication attempts and account modifications (password changes, expired passwords, dormant account expiration, and account creation). Application audit data is stored in the FMLive database, and access is restricted to users with the 'Security' role assigned to their user account.</p> <p>Audit logs are reviewed for signs of unauthorized access and elevation of information system privileges, unauthorized access to files, changes in access patterns, and repeated failed access attempts.</p>	*
72	Describe how you will secure any participating entities' data captured during transactions.	<p>The FMLive system is designed and developed to be compliant with NIST 800-53r4 security controls, meeting the threshold of a moderate baseline with many controls being compliant to the requirements of a high baseline. Communication between the FMU(s) and FMLive relies on a public key infrastructure (PKI), providing encryption of data using the TLS 1.2 (Transport Layer Security version 1.2) standard. Capitalizing on the use of the Federal Information Processing Standard 140-2 (FIPS 140-2) validated Bouncy Castle Java API, the system encrypts data to Department of Defense requirements, ensuring protection of all data in-transit. The recommended communication medium is cellular modem, providing the system with the flexibility, reliability and security of a private cellular network. Thus, the Syntech 4000 series FMU delivers the technology that will reduce the requirement for costly infrastructure upgrades and provide the network security protocols necessary to combat emerging cybersecurity threats.</p>	*

73	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	<p>One method for improving fuel efficiency is by monitoring driver behavior, our telematics systems report on vehicle speed, rapid acceleration and hard braking, all behaviors that negatively impact fuel efficiency. Studies show that fuel economy decreases at a rate of \$0.20 per gallon for every five MPH increase in vehicle speed. Our systems identify vehicle speeding and harsh braking events. This information helps you understand and support good driving across your fleet.</p> <p>Fleet managers can also use the data provided by our system to analyze Vehicle-specific data on idling and driving behavior allowing them to accurately identify inefficient or abnormal activity by measuring changes over time with fuel and trend reports.</p> <p>Rather than trusting manual systems for tracking vehicle maintenance requirements, our system tracks engine run time and mileage, allowing Fleet Managers take the guesswork out of maintenance, reducing vehicle down time and optimizing fuel efficiency.</p> <p>Finally, the lack of a fuel management system often leads to theft, as has often been witnessed by employees filling their personal vehicle from the company's fuel tanks. The FuelMaster Fuel Management Unit (FMU) prevents theft requiring company issued authorization devices for fuel transaction authorizations. Our Automotive Information Module can also prevent other cases of fuel theft ensuring that every drop of fuel makes it into the vehicle.</p>
74	Describe how you work with participating entities to ensure environmental best practices are followed.	<p>Syntech works with its partners to ensure Sourcewell participating entities operate fuel stations that are compliant with all local, state, and federal environmental regulations including but not limited to applicable parts and subparts of 40 CFR, 33 CFR, 32 CFR, 49 CFR, 29 CFR, NEC and NFPA 30. Syntech and its it's partners perform site assessments pre and post installation to identify, communicate and remediate all potential issues that may impact compliance with environmental best practices.</p>
75	Describe how your organization meets all relevant environmental regulations.	<p>Syntech Systems, Inc. is dedicated to conduct all of its operations in the safest and most environmentally sound method possible. Compliance with internal General Safety Rules as well as certifying our products with applicable federal, state, and local safety codes assists us in achieving this objective.</p> <p>Fuel management by itself is considered a green product as it controls fuel, limits fuel spills, and provides accountability. Our patented Automotive Information Module (AIM) takes the green discussion to a new level. Syntech was on the cutting edge of the green initiative when it developed in 1996, the first AIM module as one of our green products. Several Clean Cities Coalition groups have partnered with us to raise the awareness level of fleet managers on the green aspects of our AIM product. This RFID module prevents a dispenser from being activated until the nozzle is inserted into the filler neck; it facilitates fuel accountability and inventory control; it records & monitors emission parameters; it eliminates accidental spills; works with alternative fuels such as Compressed Natural Gas, LPG, and Ethanol products; and, measures vehicle efficiency; and calculates idle time.</p> <p>There are many guidelines defining fuel dispensing and installation for electrical equipment. There are also many guidelines for installations in areas where Class I liquids are stored or handled and where Class II or Class III liquids may be stored at or above their flash points. The installer must be knowledgeable of the National Electric Code and any other applicable safety codes and standards. Syntech Systems, Inc. FuelMaster equipment and technicians comply with applicable federal, state, and local safety codes and standards.</p> <p>FuelMaster fuel management units have been designed to meet the following standards:</p> <p>National Electrical Code, NFPA #70 2011 Uniform Fire Code Underwriters Laboratories UL1238 and 913 CSA C22.2 No 142 & 157 FCC Part 15, Class A National Weights and Measures Certification</p> <p>Intertek - Intertek provides safety and performance certification services to nationally recognized standards for a wide range of electric, gas and oil-fueled products. These products range from commercial/consumer appliances to HVAC equipment to manufactured wood products. Items listed in our online directories will bear one of the ETL Listed, ETL Verified, ETL-EU, and GS, S RoHS ASTA or Warnock Hersey Listed marks. FuelMaster equipment is tested by Intertek to meet Underwriter's Laboratory (UL) 1238 and specific FuelMaster equipment meets UL913. FuelMaster equipment has also been certified to Canadian standards with CSA certification.</p> <p>For more on this certification, please visit http://www.intertek.com/directories/</p> <p>National Conference on Weights and Measures – The FuelMaster FMU console/Controller is certified for use at self-service retail sites, tanker trucks, and any</p>

		<p>automated, fuel dispensing for any application ranging from small service stations to large scale fleet operations. The system provides the customer with a means to control access to petroleum products at un-manned locations and to account for and invoice the dispensed product. Certificate number: 02-115</p> <p>For more information on this certification, please visit http://www.ncwm.net/</p> <p>California Air Resources Board – CARB’s mission is to promote and protect public health, welfare and ecological resources through the effective and efficient reduction of air pollutants while recognizing and considering the effects on the state’s economy. CARB test methods are formal written procedures for measurement of physical parameters related to air pollution. These include pollutant emissions concentration and mass flow rate, materials properties such as asbestos content of solids and volatile organic content of wastes, and various aspects of the performance of vapor recovery systems at service stations, bulk plants and terminals. Additionally, these procedures are used for conducting emission tests on mobile sources of pollution, such as cars, trucks, motorcycles, boats, and off-road equipment.</p> <p>For more information on this certification, please visit http://www.arb.ca.gov/homepage.htm</p> <p>European Certification - FuelMaster has been certified to meet the CE standards. CE Marking is a mandatory legal conformity requirement for all products sold within the European Union that fall within the scope of a CE marking directive. By affixing a CE Marking logo to a product and signing the Declaration of Conformity, a product supplier is declaring to the EU authorities that the requirements of all applicable directives have been met. Depending on the directive, involvement of a European Union ‘Notified Body’ may be mandatory or voluntary.</p> <p>For more information on this certification, please visit http://www.tuv-sud.co.uk/uk-en</p> <p>In addition, Syntech and all partner distributors are required to comply with all local, state, and federal environmental protection regulations, including but not limited to applicable parts and subparts of 40 CFR, 33 CFR, 32 CFR, 49 CFR, 29 CFR, and NFPA 30</p>
76	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	<p>Syntech has never been subjected to any regulatory infractions.</p>

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

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcwell 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 Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Financial Strength and Stability](#) - Syntech - Financial Statements & Line of Credit.zip - Monday September 28, 2020 10:41:48
- [Marketing Plan/Samples](#) - Syntech - Marketing Plan.zip - Monday September 28, 2020 10:52:45
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty and Maintenance Plans.pdf - Tuesday September 29, 2020 14:18:33
- [Pricing](#) - Syntech Equipment and Service Catalog- Effective June 2020.zip - Monday September 28, 2020 11:45:02
- [Additional Document](#) - Additional Documents.zip - Tuesday September 29, 2020 14:17:56

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

FM*Live* FMU OPTIONS

<u>MODEL ID</u>	<u>MODEL DESCRIPTION</u>	<u>MSRP</u>
FMU4610-D2	FMLIVE, WIRED ETH, PROKEE, DUAL CNTL, 2 HOSE	\$9,942
FMU4610-D3	FMLIVE, WIRED ETH, PROKEE, DUAL CNTL, 3 HOSE	\$10,074
FMU4610-D4	FMLIVE, WIRED ETH, PROKEE, DUAL CNTL, 4 HOSE	\$10,206
FMU4610-D5	FMLIVE, WIRED ETH, PROKEE, DUAL CNTL, 5 HOSE	\$10,931
FMU4610-D6	FMLIVE, WIRED ETH, PROKEE, DUAL CNTL, 6 HOSE	\$11,064
FMU4610-D7	FMLIVE, WIRED ETH, PROKEE, DUAL CNTL, 7 HOSE	\$11,196
FMU4610-D8	FMLIVE, WIRED ETH, PROKEE, DUAL CNTL, 8 HOSE	\$11,328
FMU4610-F2	FMLIVE, WIRED ETH, PROKEE, 50A, 2 HOSE	\$9,606
FMU4610-F3	FMLIVE, WIRED ETH, PROKEE, 50A, 3 HOSE	\$9,663
FMU4610-F4	FMLIVE, WIRED ETH, PROKEE, 50A, 4 HOSE	\$9,720
FMU4610-F5	FMLIVE, WIRED ETH, PROKEE, 50A, 5 HOSE	\$10,188
FMU4610-F6	FMLIVE, WIRED ETH, PROKEE, 50A, 6 HOSE	\$10,245
FMU4610-F7	FMLIVE, WIRED ETH, PROKEE, 50A, 7 HOSE	\$10,302
FMU4610-F8	FMLIVE, WIRED ETH, PROKEE, 50A, 8 HOSE	\$10,359
FMU4615-D2	FMLIVE, WIRED ETH, PROKEE, AIM, DUAL CNTL, 2 HOSE	\$10,309
FMU4615-D3	FMLIVE, WIRED ETH, PROKEE, AIM, DUAL CNTL, 3 HOSE	\$10,441
FMU4615-D4	FMLIVE, WIRED ETH, PROKEE, AIM, DUAL CNTL, 4 HOSE	\$10,573
FMU4615-D5	FMLIVE, WIRED ETH, PROKEE, AIM, DUAL CNTL, 5 HOSE	\$11,298
FMU4615-D6	FMLIVE, WIRED ETH, PROKEE, AIM, DUAL CNTL, 6 HOSE	\$11,431
FMU4615-D7	FMLIVE, WIRED ETH, PROKEE, AIM, DUAL CNTL, 7 HOSE	\$11,563
FMU4615-D8	FMLIVE, WIRED ETH, PROKEE, AIM, DUAL CNTL, 8 HOSE	\$11,695
FMU4615-F2	FMLIVE, WIRED ETH, PROKEE, AIM, 50A, 2 HOSE	\$9,973
FMU4615-F3	FMLIVE, WIRED ETH, PROKEE, AIM, 50A, 3 HOSE	\$10,030
FMU4615-F4	FMLIVE, WIRED ETH, PROKEE, AIM, 50A, 4 HOSE	\$10,087
FMU4615-F5	FMLIVE, WIRED ETH, PROKEE, AIM, 50A, 5 HOSE	\$10,555
FMU4615-F6	FMLIVE, WIRED ETH, PROKEE, AIM, 50A, 6 HOSE	\$10,612
FMU4615-F7	FMLIVE, WIRED ETH, PROKEE, AIM, 50A, 7 HOSE	\$10,669
FMU4615-F8	FMLIVE, WIRED ETH, PROKEE, AIM, 50A, 8 HOSE	\$10,725
FMU4620-D2	FMLIVE, WIRED ETH, PROKEE/PROX, DUAL CNTL, 2 HOSE	\$10,672
FMU4620-D3	FMLIVE, WIRED ETH, PROKEE/PROX, DUAL CNTL, 3 HOSE	\$10,804
FMU4620-D4	FMLIVE, WIRED ETH, PROKEE/PROX, DUAL CNTL, 4 HOSE	\$10,937
FMU4620-D5	FMLIVE, WIRED ETH, PROKEE/PROX, DUAL CNTL, 5 HOSE	\$11,661
FMU4620-D6	FMLIVE, WIRED ETH, PROKEE/PROX, DUAL CNTL, 6 HOSE	\$11,794
FMU4620-D7	FMLIVE, WIRED ETH, PROKEE/PROX, DUAL CNTL, 7 HOSE	\$11,926
FMU4620-D8	FMLIVE, WIRED ETH, PROKEE/PROX, DUAL CNTL, 8 HOSE	\$12,058
FMU4620-F2	FMLIVE, WIRED ETH, PROKEE/PROX, 50A, 2 HOSE	\$10,337
FMU4620-F3	FMLIVE, WIRED ETH, PROKEE/PROX, 50A, 3 HOSE	\$10,393
FMU4620-F4	FMLIVE, WIRED ETH, PROKEE/PROX, 50A, 4 HOSE	\$10,450
FMU4620-F5	FMLIVE, WIRED ETH, PROKEE/PROX, 50A, 5 HOSE	\$10,918
FMU4620-F6	FMLIVE, WIRED ETH, PROKEE/PROX, 50A, 6 HOSE	\$10,975
FMU4620-F7	FMLIVE, WIRED ETH, PROKEE/PROX, 50A, 7 HOSE	\$11,032
FMU4620-F8	FMLIVE, WIRED ETH, PROKEE/PROX, 50A, 8 HOSE	\$11,089
FMU4625-D2	FMLIVE, WIRED ETH, PROKEE/PROX, AIM, DUAL CNTL, 2 HOSE	\$11,039
FMU4625-D3	FMLIVE, WIRED ETH, PROKEE/PROX, AIM, DUAL CNTL, 3 HOSE	\$11,171
FMU4625-D4	FMLIVE, WIRED ETH, PROKEE/PROX, AIM, DUAL CNTL, 4 HOSE	\$11,304
FMU4625-D5	FMLIVE, WIRED ETH, PROKEE/PROX, AIM, DUAL CNTL, 5 HOSE	\$12,028
FMU4625-D6	FMLIVE, WIRED ETH, PROKEE/PROX, AIM, DUAL CNTL, 6 HOSE	\$12,161
FMU4625-D7	FMLIVE, WIRED ETH, PROKEE/PROX, AIM, DUAL CNTL, 7 HOSE	\$12,293
FMU4625-D8	FMLIVE, WIRED ETH, PROKEE/PROX, AIM, DUAL CNTL, 8 HOSE	\$12,425

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<u>MODEL ID</u>	<u>MODEL DESCRIPTION</u>	<u>MSRP</u>
FMU4625-F2	FMLIVE, WIRED ETH, PROKEE/PROX, AIM, 50A, 2 HOSE	\$10,704
FMU4625-F3	FMLIVE, WIRED ETH, PROKEE/PROX, AIM, 50A, 3 HOSE	\$10,760
FMU4625-F4	FMLIVE, WIRED ETH, PROKEE/PROX, AIM, 50A, 4 HOSE	\$10,817
FMU4625-F5	FMLIVE, WIRED ETH, PROKEE/PROX, AIM, 50A, 5 HOSE	\$11,285
FMU4625-F6	FMLIVE, WIRED ETH, PROKEE/PROX, AIM, 50A, 6 HOSE	\$11,342
FMU4625-F7	FMLIVE, WIRED ETH, PROKEE/PROX, AIM, 50A, 7 HOSE	\$11,399
FMU4625-F8	FMLIVE, WIRED ETH, PROKEE/PROX, AIM, 50A, 8 HOSE	\$11,456
FMU4630-D2	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, DUAL CNTL, 2 HOSE	\$10,404
FMU4630-D3	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, DUAL CNTL, 3 HOSE	\$10,537
FMU4630-D4	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, DUAL CNTL, 4 HOSE	\$10,669
FMU4630-D5	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, DUAL CNTL, 5 HOSE	\$11,394
FMU4630-D6	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, DUAL CNTL, 6 HOSE	\$11,526
FMU4630-D7	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, DUAL CNTL, 7 HOSE	\$11,659
FMU4630-D8	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, DUAL CNTL, 8 HOSE	\$11,791
FMU4630-F2	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, 50A, 2 HOSE	\$10,069
FMU4630-F3	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, 50A, 3 HOSE	\$10,126
FMU4630-F4	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, 50A, 4 HOSE	\$10,183
FMU4630-F5	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, 50A, 5 HOSE	\$10,651
FMU4630-F6	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, 50A, 6 HOSE	\$10,708
FMU4630-F7	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, 50A, 7 HOSE	\$10,764
FMU4630-F8	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, 50A, 8 HOSE	\$10,821
FMU4635-D2	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, AIM, DUAL CNTL, 2 HOSE	\$10,771
FMU4635-D3	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, AIM, DUAL CNTL, 3 HOSE	\$10,904
FMU4635-D4	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, AIM, DUAL CNTL, 4 HOSE	\$11,036
FMU4635-D5	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, AIM, DUAL CNTL, 5 HOSE	\$11,761
FMU4635-D6	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, AIM, DUAL CNTL, 6 HOSE	\$11,893
FMU4635-D7	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, AIM, DUAL CNTL, 7 HOSE	\$12,026
FMU4635-D8	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, AIM, DUAL CNTL, 8 HOSE	\$12,158
FMU4635-F2	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, AIM, 50A, 2 HOSE	\$10,436
FMU4635-F3	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, AIM, 50A, 3 HOSE	\$10,493
FMU4635-F4	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, AIM, 50A, 4 HOSE	\$10,550
FMU4635-F5	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, AIM, 50A, 5 HOSE	\$11,018
FMU4635-F6	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, AIM, 50A, 6 HOSE	\$11,075
FMU4635-F7	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, AIM, 50A, 7 HOSE	\$11,131
FMU4635-F8	FMLIVE, WIRED ETH, PROKEE/MAGSTRIPE, AIM, 50A, 8 HOSE	\$11,188
FMU4710-D2	FMLIVE, CELLULAR, PROKEE, DUAL CNTL, 2 HOSE	\$10,892
FMU4710-D3	FMLIVE, CELLULAR, PROKEE, DUAL CNTL, 3 HOSE	\$11,024
FMU4710-D4	FMLIVE, CELLULAR, PROKEE, DUAL CNTL, 4 HOSE	\$11,156
FMU4710-D5	FMLIVE, CELLULAR, PROKEE, DUAL CNTL, 5 HOSE	\$11,881
FMU4710-D6	FMLIVE, CELLULAR, PROKEE, DUAL CNTL, 6 HOSE	\$12,014
FMU4710-D7	FMLIVE, CELLULAR, PROKEE, DUAL CNTL, 7 HOSE	\$12,146
FMU4710-D8	FMLIVE, CELLULAR, PROKEE, DUAL CNTL, 8 HOSE	\$12,278
FMU4710-F2	FMLIVE, CELLULAR, PROKEE, 50A, 2 HOSE	\$10,556
FMU4710-F3	FMLIVE, CELLULAR, PROKEE, 50A, 3 HOSE	\$10,613
FMU4710-F4	FMLIVE, CELLULAR, PROKEE, 50A, 4 HOSE	\$10,670
FMU4710-F5	FMLIVE, CELLULAR, PROKEE, 50A, 5 HOSE	\$11,138
FMU4710-F6	FMLIVE, CELLULAR, PROKEE, 50A, 6 HOSE	\$11,195
FMU4710-F7	FMLIVE, CELLULAR, PROKEE, 50A, 7 HOSE	\$11,252
FMU4710-F8	FMLIVE, CELLULAR, PROKEE, 50A, 8 HOSE	\$11,309

FM*Live* FMU OPTIONS

<u>MODEL ID</u>	<u>MODEL DESCRIPTION</u>	<u>MSRP</u>
FMU4715-D2	FMLIVE, CELLULAR, PROKEE, AIM, DUAL CNTL, 2 HOSE	\$11,259
FMU4715-D3	FMLIVE, CELLULAR, PROKEE, AIM, DUAL CNTL, 3 HOSE	\$11,391
FMU4715-D4	FMLIVE, CELLULAR, PROKEE, AIM, DUAL CNTL, 4 HOSE	\$11,523
FMU4715-D5	FMLIVE, CELLULAR, PROKEE, AIM, DUAL CNTL, 5 HOSE	\$12,248
FMU4715-D6	FMLIVE, CELLULAR, PROKEE, AIM, DUAL CNTL, 6 HOSE	\$12,380
FMU4715-D7	FMLIVE, CELLULAR, PROKEE, AIM, DUAL CNTL, 7 HOSE	\$12,513
FMU4715-D8	FMLIVE, CELLULAR, PROKEE, AIM, DUAL CNTL, 8 HOSE	\$12,645
FMU4715-F2	FMLIVE, CELLULAR, PROKEE, AIM, 50A, 2 HOSE	\$10,923
FMU4715-F3	FMLIVE, CELLULAR, PROKEE, AIM, 50A, 3 HOSE	\$10,980
FMU4715-F4	FMLIVE, CELLULAR, PROKEE, AIM, 50A, 4 HOSE	\$11,037
FMU4715-F5	FMLIVE, CELLULAR, PROKEE, AIM, 50A, 5 HOSE	\$11,505
FMU4715-F6	FMLIVE, CELLULAR, PROKEE, AIM, 50A, 6 HOSE	\$11,562
FMU4715-F7	FMLIVE, CELLULAR, PROKEE, AIM, 50A, 7 HOSE	\$11,619
FMU4715-F8	FMLIVE, CELLULAR, PROKEE, AIM, 50A, 8 HOSE	\$11,675
FMU4720-D2	FMLIVE, CELLULAR, PROKEE/PROX, DUAL CNTL, 2 HOSE	\$11,622
FMU4720-D3	FMLIVE, CELLULAR, PROKEE/PROX, DUAL CNTL, 3 HOSE	\$11,754
FMU4720-D4	FMLIVE, CELLULAR, PROKEE/PROX, DUAL CNTL, 4 HOSE	\$11,887
FMU4720-D5	FMLIVE, CELLULAR, PROKEE/PROX, DUAL CNTL, 5 HOSE	\$12,611
FMU4720-D6	FMLIVE, CELLULAR, PROKEE/PROX, DUAL CNTL, 6 HOSE	\$12,744
FMU4720-D7	FMLIVE, CELLULAR, PROKEE/PROX, DUAL CNTL, 7 HOSE	\$12,876
FMU4720-D8	FMLIVE, CELLULAR, PROKEE/PROX, DUAL CNTL, 8 HOSE	\$13,008
FMU4720-F2	FMLIVE, CELLULAR, PROKEE/PROX, 50A, 2 HOSE	\$11,287
FMU4720-F3	FMLIVE, CELLULAR, PROKEE/PROX, 50A, 3 HOSE	\$11,343
FMU4720-F4	FMLIVE, CELLULAR, PROKEE/PROX, 50A, 4 HOSE	\$11,400
FMU4720-F5	FMLIVE, CELLULAR, PROKEE/PROX, 50A, 5 HOSE	\$11,868
FMU4720-F6	FMLIVE, CELLULAR, PROKEE/PROX, 50A, 6 HOSE	\$11,925
FMU4720-F7	FMLIVE, CELLULAR, PROKEE/PROX, 50A, 7 HOSE	\$11,982
FMU4720-F8	FMLIVE, CELLULAR, PROKEE/PROX, 50A, 8 HOSE	\$12,039
FMU4725-D2	FMLIVE, CELLULAR, PROKEE/PROX, AIM, DUAL CNTL, 2 HOSE	\$11,989
FMU4725-D3	FMLIVE, CELLULAR, PROKEE/PROX, AIM, DUAL CNTL, 3 HOSE	\$12,121
FMU4725-D4	FMLIVE, CELLULAR, PROKEE/PROX, AIM, DUAL CNTL, 4 HOSE	\$12,253
FMU4725-D5	FMLIVE, CELLULAR, PROKEE/PROX, AIM, DUAL CNTL, 5 HOSE	\$12,978
FMU4725-D6	FMLIVE, CELLULAR, PROKEE/PROX, AIM, DUAL CNTL, 6 HOSE	\$13,111
FMU4725-D7	FMLIVE, CELLULAR, PROKEE/PROX, AIM, DUAL CNTL, 7 HOSE	\$13,243
FMU4725-D8	FMLIVE, CELLULAR, PROKEE/PROX, AIM, DUAL CNTL, 8 HOSE	\$13,375
FMU4725-F2	FMLIVE, CELLULAR, PROKEE/PROX, AIM, 50A, 2 HOSE	\$11,653
FMU4725-F3	FMLIVE, CELLULAR, PROKEE/PROX, AIM, 50A, 3 HOSE	\$11,710
FMU4725-F4	FMLIVE, CELLULAR, PROKEE/PROX, AIM, 50A, 4 HOSE	\$11,767
FMU4725-F5	FMLIVE, CELLULAR, PROKEE/PROX, AIM, 50A, 5 HOSE	\$12,235
FMU4725-F6	FMLIVE, CELLULAR, PROKEE/PROX, AIM, 50A, 6 HOSE	\$12,292
FMU4725-F7	FMLIVE, CELLULAR, PROKEE/PROX, AIM, 50A, 7 HOSE	\$12,349
FMU4725-F8	FMLIVE, CELLULAR, PROKEE/PROX, AIM, 50A, 8 HOSE	\$12,406
FMU4730-D2	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, DUAL CNTL, 2 HOSE	\$11,354
FMU4730-D3	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, DUAL CNTL, 3 HOSE	\$11,487
FMU4730-D4	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, DUAL CNTL, 4 HOSE	\$11,619
FMU4730-D5	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, DUAL CNTL, 5 HOSE	\$12,344
FMU4730-D6	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, DUAL CNTL, 6 HOSE	\$12,476
FMU4730-D7	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, DUAL CNTL, 7 HOSE	\$12,609
FMU4730-D8	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, DUAL CNTL, 8 HOSE	\$12,741

FM*Live* FMU OPTIONS

<u>MODEL ID</u>	<u>MODEL DESCRIPTION</u>	<u>MSRP</u>
FMU4730-F2	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, 50A, 2 HOSE	\$11,019
FMU4730-F3	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, 50A, 3 HOSE	\$11,076
FMU4730-F4	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, 50A, 4 HOSE	\$11,133
FMU4730-F5	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, 50A, 5 HOSE	\$11,601
FMU4730-F6	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, 50A, 6 HOSE	\$11,658
FMU4730-F7	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, 50A, 7 HOSE	\$11,714
FMU4730-F8	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, 50A, 8 HOSE	\$11,771
FMU4735-D2	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, AIM, DUAL CNTL, 2 HOSE	\$11,721
FMU4735-D3	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, AIM, DUAL CNTL, 3 HOSE	\$11,854
FMU4735-D4	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, AIM, DUAL CNTL, 4 HOSE	\$11,986
FMU4735-D5	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, AIM, DUAL CNTL, 5 HOSE	\$12,711
FMU4735-D6	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, AIM, DUAL CNTL, 6 HOSE	\$12,843
FMU4735-D7	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, AIM, DUAL CNTL, 7 HOSE	\$12,975
FMU4735-D8	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, AIM, DUAL CNTL, 8 HOSE	\$13,108
FMU4735-F2	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, AIM, 50A, 2 HOSE	\$11,386
FMU4735-F3	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, AIM, 50A, 3 HOSE	\$11,443
FMU4735-F4	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, AIM, 50A, 4 HOSE	\$11,499
FMU4735-F5	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, AIM, 50A, 5 HOSE	\$11,968
FMU4735-F6	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, AIM, 50A, 6 HOSE	\$12,025
FMU4735-F7	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, AIM, 50A, 7 HOSE	\$12,081
FMU4735-F8	FMLIVE, CELLULAR, PROKEE/MAGSTRIPE, AIM, 50A, 8 HOSE	\$12,138

FMLive UPGRADE OPTIONS

<u>MODEL ID</u>	<u>MODEL DESCRIPTION</u>	<u>MSRP</u>
UPG4610	FMLIVE,UPGRADE, WIRED ETH, PROKEE, 2-4 HOSE	\$5,802
UPG4615	FMLIVE,UPGRADE, WIRED ETH, PROKEE, AIM, 2-4 HOSE	\$6,132
UPG4620	FMLIVE,UPGRADE, WIRED ETH, PROKEE/PROX, 2-4 HOSE	\$6,218
UPG4625	FMLIVE,UPGRADE, WIRED ETH, PROKEE/PROX, AIM, 2-4 HOSE	\$6,548
UPG4630	FMLIVE,UPGRADE, WIRED ETH, PROKEE/MAGSTRIPE, 2-4 HOSE	\$6,459
UPG4635	FMLIVE,UPGRADE, WIRED ETH, PROKEE/MAGSTRIPE, AIM, 2-4 HOSE	\$6,789
UPG4710	FMLIVE,UPGRADE, CELLULAR, PROKEE, 2-4 HOSE	\$6,657
UPG4715	FMLIVE,UPGRADE, CELLULAR, PROKEE, AIM, 2-4 HOSE	\$6,987
UPG4720	FMLIVE,UPGRADE, CELLULAR, PROKEE/PROX, 2-4 HOSE	\$7,073
UPG4725	FMLIVE,UPGRADE, CELLULAR, PROKEE/PROX, AIM, 2-4 HOSE	\$7,403
UPG4730	FMLIVE,UPGRADE, CELLULAR, PROKEE/MAGSTRIPE, 2-4 HOSE	\$7,314
UPG4735	FMLIVE,UPGRADE, CELLULAR, PROKEE/MAGSTRIPE, AIM, 2-4 HOSE	\$7,644

ADVANCED SURGE PROTECTION: POWER CONDITIONER KITS (RECOMMENDED)

<u>KIT ID</u>	<u>KIT DESCRIPTION</u>	
144F0250	POWERVER CONDITIONER KIT - 2-4 HOSES	\$767
144F0250B	POWERVER CONDITIONER KIT - 5-8 HOSES, 50AMP	\$961
144F0250D	POWERVER CONDITIONER KIT - 5-8 HOSES, DUAL CONTROL	\$817

***All Upgrade orders must be accompanied with the FMLive Services**



Syntech Systems, Inc.
Toll Free 800.888.9136 Phone 878.878.2558
100 Four Points Way Tallahassee, FL 32305
MYFUELMASTER.COM

Customer: Polk County Board of County Commissioners
Contact: Jennifer Mathers
Email: jennifermathers@polk-county.net

Date: 6/17/2024
Sourcewell Contract #092920-SYS

Installation Scope of Work (per site):

***Installation to be completed by Fleet Energy Managers**

Upgrade (13) existing FuelMaster units to FMLive. Facility list below. Start-Up and test each system for proper operation. The upgrades will be done over (1) weekend. Sites must be accessible by FEM to perform upgrades from 12am Saturday to 12am Monday. Train customers in the use of the FMLive hardware. Customer training on the FMLive software is provided by FuelMasters internal training department virtually.

Note: This proposal utilizes existing tank monitoring equipment, fuel piping, fuel storage equipment, as well as existing electrical infrastructure. If it is not up to code or unusable for any reason its repair or replacement will be charged. Any needed I.T. work is not included and is the responsibility of the customer, Fleet Energy will assist.

Mulberry 101:

Upgrade (1) existing FuelMaster units to FMLive. Start-Up and test each system for proper operation. Complete and sign FuelMaster ATP's.

Fort Meade 102:

Upgrade (1) existing FuelMaster units to FMLive. Start-Up and test each system for proper operation. Complete and sign FuelMaster ATP's.

Auburndale 103:

Upgrade (1) existing FuelMaster units to FMLive. Start-Up and test each system for proper operation. Complete and sign FuelMaster ATP's.

Dundee 104:

Upgrade (1) existing FuelMaster units to FMLive. Start-Up and test each system for proper operation. Complete and sign FuelMaster ATP's.

Frostproof 106:

Upgrade (1) existing FuelMaster units to FMLive. Start-Up and test each system for proper operation. Complete and sign FuelMaster ATP's.



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Toll Free 800.888.9136 Phone 878.878.2558
100 Four Points Way Tallahassee, FL 32305
MYFUELMASTER.COM

Eagle Lake 107:

Upgrade (2) existing FuelMaster units to FMLive. Start-Up and test each system for proper operation. Complete and sign FuelMaster ATP's.

Sheriff 150:

Upgrade (1) existing FuelMaster units to FMLive. Start-Up and test each system for proper operation. Complete and sign FuelMaster ATP's.

Dunson 151:

Upgrade (1) existing FuelMaster units to FMLive. Start-Up and test each system for proper operation. Complete and sign FuelMaster ATP's.

Providence 152:

Upgrade (1) existing FuelMaster units to FMLive. Start-Up and test each system for proper operation. Complete and sign FuelMaster ATP's.

Fleet Management 201:

Upgrade (1) existing FuelMaster units to FMLive. Start-Up and test each system for proper operation. Complete and sign FuelMaster ATP's.


Bartow Air Base 301:

Upgrade (1) existing FuelMaster units to FMLive. Start-Up and test each system for proper operation. Complete and sign FuelMaster ATP's.

Landfill 302:

Upgrade (1) existing FuelMaster units to FMLive. Start-Up and test each system for proper operation. Complete and sign FuelMaster ATP's.

Quote:

 <h1 style="text-align: center;">FMLive Order Form</h1>	Polk County	Install Site: Site Name	6/13/2024	Pricing valid for 60 days from date submitted
	2490 Bob Phillips Rd Bartow, FL 33831	Install Address, City, State, Zip	Robert Biller - robertbiller@polk-county.net	

FMU Equipment										FMU Discount ->		10.0%	
UNIT TYPE	CONNECTIVITY	USER ACCESS DEVICE	AIM CONFIG	CONTROL	HOSES	PART NUMBER	ACTIONS	QTY	Price/each		Extended Price		
									MSRP	MSRP	CUSTOMER		
Upgrade	CELLULAR	PROKEE	AIM	50A	2	UPGS715	<- Config FMU (#1)	7	\$ 8,365	\$ 58,555	\$ 52,699.50		
Upgrade	CELLULAR	PROKEE	AIM	50A	3	UPGS715	<- Config FMU (#2)	3	\$ 8,365	\$ 25,095	\$ 22,585.50		
Upgrade	CELLULAR	PROKEE	AIM	50A	4	UPGS715	<- Config FMU (#3)	2	\$ 8,365	\$ 16,730	\$ 15,057		
Upgrade	CELLULAR	PROKEE	AIM	50A	5	UPGS715-F5+	<- Config FMU (#4)	1	\$ 8,691	\$ 8,691	\$ 7,821.90		
Subtotal										\$ 109,071	\$ 98,163.90		

FMLive Services (Annual)	1 Year	Cell Region:	United States										
Subscription Price for FMLive Services - Cellular Enabled Equipment: 13													
								FMLIVESM+BI					
								FMLIVE-CELL-FMU					
								Total	\$ 13,412.88	\$ 13,412.88			

FMLive Services (One-time)												
FMLive Setup & Activation						CLOUDSM					\$ 1,488	\$ 1,488
FMLive Project Management						PMLIVESM+BI+CELL					\$ 5,134.50	\$ 5,134.50
FMLive Database Construction and/or Conversion						FMLIVE-DB-CONSTRUCT					\$ 2,350	\$ 2,350
Subtotal										\$ 8,972.50	\$ 8,972.50	

Installation and Training											
Labor and Installation								1	\$ 40,342.44	\$ 40,342.44	\$ 40,342.44
Subtotal										\$ 40,342.44	\$ 40,342.44

Equipment Shipping Cost											
FMU Shipping (Upgraded Units in Zone 1 or 2)								13	\$ 100	\$ 1,300	\$ 1,300
Subtotal										\$ 1,300	\$ 1,300

Notes:										Project Total	\$ 173,098.82	\$ 162,191.72
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- Syntech provides a standard one year factory warranty on new hardware purchased.
- FMLive includes a series of comprehensive tutorial videos and additional live training available upon request.
- All service items (training, database services, etc.) do not carry a distributor discount.
- FMLive FMU/Flex unit pricing is the same - regardless of connectivity type - if quantities reach 10 or more.

Distributor: Fleet Energy Managers
Salesperson: Chase Herring
Form Version: v9.1 (6/9/2023)



Syntech Systems, Inc.
Toll Free 800.888.9136 Phone 878.878.2558
100 Four Points Way Tallahassee, FL 32305
MYFUELMASTER.COM

Installation Terms:

1. **WARRANTY:** Unless specified otherwise, Fleet Energy Managers, LLC warrants that materials supplied under this Contract are of good quality and free from defects. Fleet Energy Managers, LLC also warrants that any work performed under this Contract will be performed in a workmanlike manner. For a period of one year after completion, Fleet Energy Managers, LLC will, at its own expense and option, repair or replace defective materials under warranty and correct defective work directly attributable to its own fault.

2. **CHANGE ORDERS:** Before Fleet Energy Managers, LLC supplies additional materials or performs additional or changed work involving additional time or expense, PURCHASER and Fleet Energy Managers, LLC shall execute a written Change Order describing the change and the amount of, or method of determining, extra compensation.

3. **RISK OF DAMAGE OR LOSS:** PURCHASER expressly agrees to bear any risk of damage to, or loss of, any materials delivered, or work performed by Fleet Energy Managers, LLC under this Contract, regardless of whether such damage or loss results from theft, misuse, fire, flood or any other cause except Fleet Energy Managers, LLC's own negligence. PURCHASER also expressly agrees to reimburse Fleet Energy Managers, LLC for any damages or costs incurred by Fleet Energy Managers, LLC because of such damage or loss. Fleet Energy Managers, LLC and PURCHASER waive all rights against each other and any of the subcontractors, sub-subcontractors, agent, and employees, each of the other, for damage caused by fire or casualty or other causes of loss to the extent covered by property insurance obtained by any party to the contract.