

**MASTER AGREEMENT #081524****CATEGORY: Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services****SUPPLIER: Titan Chemical Transfer Solutions LLC dba Blue 1 Energy Equipment**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Titan Chemical Transfer Solutions, LLC dba Blue 1 Energy Equipment, a wholly owned subsidiary of SPATCO Energy Solutions, LLC, 3040 White Horse Road, Greenville, SC 29611 (Supplier).

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

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

**Article 1:  
General Terms**

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

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

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

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

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

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

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

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

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

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

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

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

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

### **Article 3: Supplier Obligations to Participating Entities**

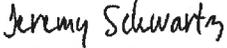
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

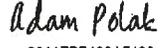
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

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

Sourcewell

Titan Chemical Transfer Solutions, LLC  
dba Blue 1 Energy Equipment, a wholly  
owned subsidiary of SPATCO Energy  
Solutions, LLC

Signed by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 11/15/2024 | 6:08 PM CST

Signed by:  
  
6811FD7433A5490...  
By: \_\_\_\_\_  
Adam Polak  
Title: Sales Manager  
Date: 11/15/2024 | 4:32 PM CST

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

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## Vendor Details

Company Name: Titan Chemical Transfer Solutions, LLC  
Does your company conduct business under any other name? If yes, please state: Blue1 Energy Equipment  
Address: 3040 White Horse Road  
Greenville, SC 29611  
Contact: Adam Polak  
Email: apolak@blue1energy.com  
Phone: 770-401-4588  
Fax: 770-401-4588  
HST#: 45-5474001

## Submission Details

Created On: Monday July 01, 2024 11:44:33  
Submitted On: Tuesday August 13, 2024 09:06:10  
Submitted By: Adam Polak  
Email: apolak@blue1energy.com  
Transaction #: 509c57d5-f168-43c3-a6ae-d3224fa495f7  
Submitter's IP Address: 73.7.97.82

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**Specifications**

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

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

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

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Titan Chemical Transfer Solutions, LLC dba Blue1 Energy Equipment, a wholly owned subsidiary of SPATCO Energy Solutions, LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Blue1 Energy Equipment SPATCO Energy Solutions
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A. Blue1 does not have a CAGE code or Unique Entity Identifier.
5	Provide your NAICS code applicable to Solutions proposed.	237120, 238910, 336212, 562910, 424710, 423120, 334514, 541330, 332420, 238210, 236210, 541620, 423830, 238290
6	Proposer Physical Address:	Blue1 Energy Equipment 3040 White Horse Road Greenville, SC 29611
7	Proposer website address (or addresses):	www.blue1energyequipment.com www.spatco.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Adam Polak Sourcewell Sales Manager 3040 White Horse Road Greenville, SC 29611 apolak@blue1energy.com 770-401-4588
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Adam Polak Sourcewell Sales Manager 3040 White Horse Road Greenville, SC 29611 apolak@blue1energy.com 770-401-4588
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tom Nuckolls President 3040 White Horse Road Greenville, SC 29611 tnuckolls@blue1energy.com 864-423-2610

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Blue1 Energy Equipment has been an industry leading manufacturer since the inception of Diesel Exhaust Fluid (DEF) in 2008. Blue1 was one of the original stakeholders that helped birth a new industry of DEF storage and dispensing equipment that are now required for all the SCR diesel engines and vehicles worldwide. The company was founded as a diesel fuel and equipment provider in 1998. Utilizing our original name, EZ Fuel &amp; Tank Solutions, was a national provider of both the equipment and installation services for trucking fleets that included FedEx, UPS, Estes Express Lines and many others. Our broad range of petroleum, DEF and propane equipment has helped Blue1 grow into one of the largest equipment providers for commercial, government and retail establishments in the country.</p> <p>In 2019, Blue1 and Titan Chemical Transfer Solutions announced the merger of both companies, creating the largest DEF equipment manufacturer in the United States. With a combined over 100 years of industry experience, our success is driven by the passionate desire to combine the highest quality products with outstanding customer service, creating the very best value in our industry.</p> <p>In July of 2024, Blue1 was acquired by SPATCO Energy Solutions, one of the largest Petroleum Equipment Companies in the country. SPATCO also has a DEF manufacturing division that will now be a part of our offerings. This solidifies Blue1 as the leading manufacturer of DEF Systems in North America.</p> <p>Blue1 Energy Equipment is governed by our core values. They shape our culture and define the character of the company, guiding our behavior and the decisions we make. Our core values are:</p> <ol style="list-style-type: none"> <li>1. Do the right thing</li> <li>2. Self-starter</li> <li>3. Focus</li> <li>4. Team Player</li> <li>5. Accountability</li> </ol>
12	What are your company's expectations in the event of an award?	<p>Blue1's expectations are to continue to increase our Sourcewell revenue every year, just as we have done for the past 9 years. We wish to penetrate to a greater degree all municipal entities that include public works, utilities, fire and police departments, schools, non-profits, tribal organizations and municipal bus fleets. We will continue to recruit non-members to join the Sourcewell family by educating them on the benefits of cooperative government purchasing.</p>
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION	<p>Privately held Blue1 Energy Equipment was established in 1998 and has enjoyed consistent growth and profitability since inception. Blue1 has remained profitable with growth in revenue and EBITDA of 14% (unaudited, GAAP basis). The company has sufficient working capital, operations and staff to allow Blue1 Energy to continue to serve Sourcewell members in a timely manner. Uploaded is an Independent Auditor's Report and Consolidated Financial Statement for SPATCO Holdings, LLC and Subsidiaries.</p>
14	What is your US market share for the solutions that you are proposing?	<p>Our US market share is estimated to be 50% of the DEF Equipment market. Our market share of the Government petroleum equipment industry within the Sourcewell category is 27%.</p>
15	What is your Canadian market share for the solutions that you are proposing?	<p>Our Canadian market share is less than 10%.</p>
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	<p>Blue1 does not have any current or completed bankruptcy proceedings.</p>

17	<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>b) Blue1 Energy Equipment is a manufacturer of turn-key DEF storage and dispensing systems. Our plant is located in Greenville, SC. We are unique within our industry because we are not only a sole source provider of equipment and installation services, but we also design, engineer, and install turn-key petroleum and alternative energy equipment. These systems are built to Blue1's engineered specifications at numerous tank factories throughout the US.</p> <p>All of our products and services are sold and distributed through our dealer network of over four hundred (400+) independent resellers with over four hundred (480+) service locations, each with their own full time sales representative(s). There are over nine hundred (900) full time equivalent sales reps and seven manufacturers' rep groups that represent our products. All of these distributors and reps are affiliated with our industry organization, the Petroleum Equipment Institute (PEI), who sets industry standards for training, installation and service of our DEF, petroleum and propane equipment.</p> <p>Blue1 also is a distributor of most major petroleum equipment manufacturers. We package and install complete systems for Aboveground Fuel Tanks, Dispensers, Fuel Management Systems, Tank Gauging Systems, Canopies, and any additional items necessary for turnkey fuel islands.</p> <p>Our company sales efforts are led by President, Tom Nuckolls. Our experienced sales staff includes three regional sales managers and a Sourcwell Sales Manager, Adam Polak. These company associates all work directly with the distributors and resellers mentioned above communicating, training and coordinating sales efforts directly with Sourcwell members.</p>
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>All of our DEF equipment conforms to ISO-22241-3 and 4, and PEI RP-1100. Our pre-wired DEF Platinum mini-bulk systems are all certified to UL-508 and CSA C22.2 standards. Our site-specific aboveground petroleum storage tanks are UL-2085 certified. Every AST petroleum fuel system meets NFPA 30 and 30A fire codes and all applicable NEC and UL listings. Blue1 also manufactures Retail DEF dispensers in the process of being NTEP certified. On our installation side, Blue1 and all our subcontractors carry Pollution Liability insurance, which is required for all installation, construction or service work that involves petroleum equipment.</p> <p>SPATCO Energy Solutions, our parent company, holds a variety of contractor licenses in 21 states. The include General Contractor's Licenses, Petroleum Contractor Licenses, Electrical Contractor Licenses, and other applicable certifications. We are also Certified trainers and hold training sessions for many of the leading manufacturers in the industry including Dover Fueling, Dover FMS, Gasboy, Veeder Root, Fuelmaster and others.</p> <p>Other than our normal business licenses, no additional licenses or certifications are required by the company in order to conduct business under the terms of this RFP.</p>
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Blue1 does not have any current or past debarments or suspensions within the past 7 years.</p>
20	<p>Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.</p>	<p>Blue1 does not have any regulatory infractions or sanctions against our products or completed projects within the past 5 years.</p>
21	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Blue1 and its parent company SPATCO have the following relevant industry awards:</p> <ul style="list-style-type: none"> <li>A. Gasboy Circle of Excellence</li> <li>B. Wayne Top 10 Distributor</li> <li>C. Wayne Sales Excellence</li> <li>D. Veeder Root Circle of Excellence</li> <li>E. Syntech / Fuel Master - Top Sales Leader</li> <li>F. The DEF Awards - DEF Industry Choice</li> <li>G. The DEF Awards - DEF Equipment Innovation Award</li> <li>H. North Carolina Mid-Market Fast 40</li> <li>I. Integer Research 2019 DEF Equipment Innovation Manufacturer of the Year</li> </ul>
22	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>Approximately 30% of our sales over the last three years has been in the government sector.</p>
23	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>Approximately 10% of our sales over the last three years has been in the education sector.</p>
24	<p>List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?</p>	<p>Sourcwell – Annual Sales Volume is over \$6,000,000.</p>
25	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>Blue1 does not have a GSA contract or Standing Offers and Supply Arrangements.</p>

**Table 2A: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Polk County	Mike Chase, Fleet Director	863-221-7323
Richland Township	Jim Benner, Director of Public Works	215-536-4066, ext 115
City of Chattanooga	Kenneth Howell, Director of Fleet Management	423-643-5559

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

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

Line Item	Question	Response *
27	Sales force.	Every one of our Blue1 associates are considered an integral part of our company sales effort. Each associate is empowered to help qualify, educate, sell and support our fleet customers and products. Our President, Tom Nuckolls, oversees all company sales efforts. Our Sourcewell government sales efforts are led by Adam Polak, Sourcewell Sales Manager. Mr. Polak has over eighteen years industry experience working with both end-user fleet managers and our distributors sales staff. We also have a team of three regional sales managers, forty internal sales representatives and a staff of customer support associates. All of these company associates provide 100% blanket sales coverage in all fifty states, along with every province in Canada. These full-time regional sales managers work direct with customers, distributors, and manufacturer’s reps training, educating and supporting our network of over nine hundred (900) full time equivalent sales representatives. Our sales managers make joint sales calls and conference calls with Sourcewell members today. We conduct regular distributor webinars, promoting, educating and training these individuals on the shared benefits of selling and servicing Sourcewell members.
28	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our extended sales force consists of the top fuel handling and dispensing distributors and manufacturer representatives in the United States and Canada. Our extended sales team through these distributors and reps includes over nine hundred (900) distributor sales reps and seven regional manufacturer rep groups. In most cases, our distributor partners already have relationships with many Sourcewell members in their respective markets. Our distributor sales personnel devote a majority of their time marketing and selling the same equipment and storage systems that are available from Blue1 Energy Equipment. As such, we expect our distributor partners to continue to place a high priority on the promotion of the Sourcewell contract. In addition, our seven manufacturer rep groups work directly with many of these same distributors educating, training and supporting our products. These seven manufacturer representatives give Blue1 additional daily exposure to our extensive distributor sales network.
29	Service force.	Our dedicated, company service team is located in our Greenville corporate office and manufacturing facility. We have up to ten experienced associates who will speak directly with customers concerning service, installation, trouble shooting and other local issues. These include our President, Vice President of Operations, Project Manager, Sourcewell Sales Manager, Research & Development team, Engineers, Customer Service Reps, and Technical Support team. In addition, our extensive network of distributors include over thirteen hundred (1300) service technicians who can be dispatched to any area in the US or Canada to address any issue that may arise. Our experience has shown that having local market knowledge offers many benefits to our customers and Sourcewell members. (a) Our distributors have specific knowledge relative to site specific geographic conditions that require certain product specifications; (b) They have relationships with local inspectors and outstanding knowledge of local codes and ordinances, which result in more effective planning to ensure a smooth installation; (c) Many of our distributors already have relationships with both current members who have previously utilized our Sourcewell contract and new members of which they can help us secure when they discuss the benefits of Blue1 and Sourcewell. With over four hundred (480+) branches and over thirteen hundred (1300) service technicians located across North America, Blue1 has been able to service every fuel site within 24 hours of any issue that may arise. With a 24/7 after hours support desk and on-call technicians, Blue1 has the ability for an emergency response within 4 hours.

30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Blue1's ordering process is initiated by a Sourcewell member Purchase Order, signed Sourcewell Proposal, or signed Contract referencing our Sourcewell Contract number. Orders are then reviewed for accuracy and entered into our accounting system. Manufactured items are then produced for shipment. Turnkey installation projects would have all materials ordered, and subcontractor agreements executed to initiate the project. Distributors can also issue Purchase Orders on any offered solution within the Sourcewell catalog and follow the same order process flow. All documents must reference Blue1 Sourcewell Contract number and match the Sourcewell pricing structure.
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	For all member installations sold directly by Blue1, we have a support team to diagnose and respond to any service inquiries. Our customer support staff has over 120 years of industry experience. Our website and customer support phone number is prominently displayed on all of our equipment. Customer service calls are routed through our technical support team, then escalated, if necessary, to operation manager for final diagnosis and support. If the customer issue cannot be resolved immediately, we will open a formal trouble-shooting CPAR ticket then mobilize the appropriate internal resources that may include one or more of our technical support staff, engineering and/or even escalated to our President until a resolution is reached to the complete satisfaction of the Sourcewell customer. Our Greenville, SC offices observe normal business hours from 8 AM to 5 PM, Eastern Time. After hour calls are routed to our designated operations or technical support associate, who are on call 24/7, 365 days per year. If a problem cannot be resolved on the phone, then we will dispatch one of our internal or distributor's certified technician to the site.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Blue1 and its entire dealer network and installation partners are both willing and able to provide products and services to participating entities. We focus on providing turnkey solutions with the ability to package design, permitting, equipment, & installation services for the Sourcewell participating entities.
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Blue1 has the ability to sell equipment and services to participating entities all provinces in Canada. We have distribution partners and contractors with a total of 30+ branches with sales and installation capabilities.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Blue1 can service all Sourcewell members in North America.
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There is not any Sourcewell sector or Participating Entity Blue1 will not service.
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions would apply to Sourcewell members in Hawaii, Alaska or US Territories.
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Blue1 will extend terms of any awarded master agreement to nonprofit entities.

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
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38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Blue1 Energy Equipment will continue to use the same aggressive, pro-active, multi-channel approach that we have utilized the last nine years with Sourcewell members that has proven to successfully grow our revenue. These specific channels include:</p> <p>a) Announcements. When awarded this contract, we will make a formal announcement to all our distributors and government customers. Our distributors will be very happy to again partner with us across North America.</p> <p>b) Industry Trade Shows. We will continue to exhibit at many of the national and regional government fleet shows. Some of these shows include NAFA (Nat'l Assn of Fleet Administrators), GFX (Government Fleet Expo), APWA (American Public Works), PWX Conference (Public Works), FLAGFA (Florida Assn of Govt Fleet Administrators) and others.</p> <p>c) Website. We have recently updated our Blue1 websites <a href="http://www.blue1energyequipment.com">www.blue1energyequipment.com</a> and <a href="http://www.spatco.com">www.spatco.com</a>, that now includes our entire product line, more product features and benefits and specifications for customers use. There is a specific Government link for our present and future Sourcewell customers.</p> <p>d) Collaboration with Other Sourcewell Suppliers. We have made a concerted effort to develop relationships with other contracted suppliers who offer similar fleet products to Sourcewell members. When secured, we honor all contract pricing they publish. In reverse, we have communicated to these same suppliers that our contract specifically provides project management and installation services for any member that contacts them direct. We have established relationships with Gilbarco, Dover, Chargepoint, Syntech / Fuelmaster, Graco and others.</p> <p>e) Direct Marketing. We distribute direct mailers to Sourcewell members in batches of 10,000-20,000 periodically (see uploaded sample). Blue1 maintains an "edited" Sourcewell members list that is updated with new members. As we have grown this segment of our business, we add all the key member names, titles and email addresses.</p> <p>f) Email Distributions. We use our "edited" email list to send email blasts to members every quarter, informing them of our ever-expanding list of new products and services.</p> <p>g) Direct Sales. Our entire Blue1 sales team are fully trained to make joint sales calls with our local distributor partners to help members decide on the best product solutions that will improve their site-specific fleet operation. Our national government sales manager has over eighteen years industry experience and uses this experience to help qualify and educate the Sourcewell members prior to any joint sales call.</p> <p>h) Manufacturer Certified Training</p> <p>i) Distributor Sales Network and Training. Our extensive distributor network includes over 900 full time equivalent sales representatives that are thoroughly trained on our Blue1 products and services, along with the internal processes of helping each Sourcewell member best utilize the Blue1 contract. We conduct regular training webinars across the country with our partners so they can fulfill all of the members fleet equipment needs. Examples of these webinars include Sourcewell specific joint marketing and target marketing coordinated with our direct marketing mail campaigns.</p> <p>j) Marketing Collateral and the Sourcewell contract holder logo. We incorporate the Sourcewell logo on all of our company literature, including business cards, stationary and throughout our Blue1 website. Samples of our DEF and petroleum product literature that we utilize electronically and at trade shows is uploaded for your review.</p> <p>k) Whitepaper and Customer Testimonials. We intend to publish whitepaper articles that are both relevant and educational for all government fleet managers. Customer testimonials will be included whenever possible.</p> <p>l) Marketing Blogs. Blue1 publishes industry specific blogs that are included on our new website. These are updated on a regular schedule.</p>
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We have an extensive website that includes our entire DEF &amp; Petroleum product offerings. It is designed with the intent to easily modify as our products and services are expanded. After we were awarded our original Sourcewell contract nine years ago, we have learned the importance of educating our customers/members with a very detailed section that includes videos, documents and project information. In addition, we utilize a Customer Relationship Management (CRM) software that incorporates our customer/member list, trade show and other market information so we are able to track all marketing and communications efforts, both from our Blue1 sales team and our nationwide distributor sales network.</p> <p>Our dedicated marketing team also publishes industry specific blogs on our website and social media, such as LinkedIn or others, to keep members informed of relevant industry and equipment news.</p>
40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>We consider Sourcewell as one of our marketing partners. But, we have not and will not rely on Sourcewell to promote our particular product line beyond the initial announcement to members when we secure this bid. We will continue to proactively promote our contract through trade shows, direct mailers, distributor webinars, telemarketing and regular communications with Sourcewell members. We have initiated a formal Sourcewell training program with all our distributors that not only includes our products and services but all the benefits of utilizing the contract. We plan to integrate Sourcewell's resources helping us train our distributor sales teams. We contact Sourcewell any time we are made aware of any legal matter we cannot rectify without Sourcewell's legal input.</p>

41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Blue1 offers e-procurement for spare parts only at this time. These items are published on a website and government and educational customers will ultimately have access to ordering through this interface. Most of our turnkey systems are very site specific with many qualifying subjects and variables to be reviewed and addressed prior to issuing formal purchase orders based on the Sourcewell proposals.
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**Table 5: Value-Added Attributes (100 Points)**

Line Item	Question	Response *
42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our customer training is standard with all our DEF, petroleum and alternative energy products sold. Once our aboveground system(s) has been installed, tested and calibrated, we provide an extensive training checklist for our local distributor to review in detail with the local manager. The checklist provides for a review of all pertinent equipment functionality of every component, including a thorough review of all local and state safety requirements. To ensure training compliance, we require the form to be signed by the local member/manager then returned to Blue1 for future reference. In addition to on-site training, we also provide and review the applicable Owners & Operations Manuals. An Operations Manual is included with every DEF system sold.
43	Describe any technological advances that your proposed Solutions offer.	Our Blue1 Energy Equipment DEF systems offer several industry-leading technological advances. The exterior on all of our storage systems are made of 100% composite materials. This prevents rust or corrosion from deteriorating or discoloring the exterior while extending the life of the entire unit. Another unique feature is that our stainless steel piping and fittings are sealed with a unique press-fitting tool that permanently prevents fluid leaks of any sort. No other DEF manufacturer uses these proprietary materials or processes, which results in greater reliability and long-term value for Sourcewell members. The latest, cutting-edge technology is being developed with any applicable EMV credit card dispenser. Blue1 is developing proprietary technology with next generation connectivity interface and monitoring capabilities.
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Blue1 offers DEF storage and dispensing equipment to Sourcewell members that is considered essential and a "green" initiative to reduce emissions as they operate their diesel vehicle fleets. Just as a gasoline or diesel pumps are needed to dispense fuel into a vehicle, the same, is in fact, required for Diesel Exhaust Fluid (DEF) equipment since this fluid is now needed to meet the EPA mandate to reduce harmful Nitrogen Oxide (NOx) from all diesel vehicle engines. All diesel engine manufacturers are employing selective catalytic reductive (SCR) technology, which requires the use of DEF fluid, which requires proper and separate storage and dispensing equipment everywhere there is a diesel pump. This SCR technology reduces harmful NOx emissions by over 90%. In addition, the use of DEF has proven to improve a vehicles fuel economy by 3-5%. Even though the DEF fluid is non-toxic and non-hazardous, our storage systems provide secondary containment against leaking fluid. All of our aboveground diesel and gasoline equipment meets local and federal regulations concerning secondary equipment, spill containment and overflow prevention. These features protect the environment from potential fuel spills and leaks. The lighting on all our customer canopy's are specified with energy efficient, LED bulbs. We provide optional solar panels for the battery chargers on our mobile fuelers. Alternative energy products that we provide to members include our Electric Vehicle (EV) charging equipment, propane autogas equipment, Natural Gas equipment service and installation, and solar energy solutions.
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Many Blue1 systems include components that include third party labels and ratings related to sustainability and environmental conservation. Items such as vents, valves and components in our Aboveground Tank systems are Enhanced Vapor Recovery (EVR) certified by the California Air Resources Board (CARB) to extract vapor emissions out of the atmosphere from gasoline fueling operations. Electric Vehicle charging stations we offer from Chargepoint also carry Energy Star-certified labels that show these chargers conserve energy when not charging. These chargers use 40% less energy than other standard chargers when not in use.

46	<p>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>	<p>Although the functionality of our equipment may be similar to other providers, there are numerous value added attributes that make our company and equipment solutions unique. These features include:</p> <ul style="list-style-type: none"> <li>* The core business of Blue1 has always been aboveground storage solutions. Our extraordinary 30 years of AST (aboveground storage tank) equipment experience makes us uniquely qualified because we our focus has remained within the Government and Commercial market as aboveground equipment experts. No other national competitor can make this claim.</li> <li>* As the sole-source provider, the Blue1 benefit for members is their ability to communicate with one company and one person throughout the total build-out of any fleet fueling project, thus freeing his/her time to manage their primary duties without interruption. Our competitors do not have the same breadth of equipment solutions and services as Blue1 on a national scale. Members know exactly who to call with any questions versus having numerous suppliers point fingers at each other for problems that may arise.</li> <li>* Blue1 has the largest network of distributors, resellers, sales reps and service technicians in North America. We also now have over thirty branches internally within the SPATCO territory. We have equipment installed in every major city, every state and every province in North America.</li> <li>• Turn-key, project management and installation services for all our systems and equipment.</li> <li>• With over 3,000 units installed across North America, our DEF storage and dispensing systems have proven to be the most reliable product in the marketplace available today.</li> <li>• Optional annual inspection contracts that prevent minor issues from escalating into major environmental problems.</li> <li>• Financing options for all of our DEF and petroleum equipment solutions.</li> <li>• Sourcewell member training upon installation of one of our systems.</li> <li>• Technological advances as mentioned in question #43 above.</li> <li>• All of our Blue1 DEF systems are manufactured and assembled to meet UL 508A and CSA 22.2 electrical requirements. This differentiates us from other manufacturers.</li> <li>• Our turn-key, aboveground storage tank systems (AST) for diesel and gasoline are assembled to meet our strict engineering standards in one of our regional tank factories. This ensures consistent quality and reduces expensive cross-country freight charges.</li> <li>• Our services include the removal of underground storage tanks, which is important today due to expiring warranties for older, out of warranty tanks that were installed thirty years ago.</li> <li>• Our experienced distributor network will help expand the Sourcewell membership by communicating the benefits of Sourcewell cooperative purchasing.</li> <li>• Recognizing that equipment downtime is very disruptive and expensive. Blue1 provides optional 24/7 service for all major downtime equipment problems, whether in or out of warranty.</li> <li>• We offer a full range of environmental services that are required for all petroleum sites. These equipment regulations are complex and may include local, state and federal inspections and repairs with detailed record-keeping requirements and fines, if not maintained properly.</li> <li>• Discontinued, close-out items are offered periodically to members at discounted prices.</li> </ul>
47	<p>Describe the security system in place for protecting and controlling access to your solutions.</p>	<p>The fueling systems installed by Blue1 Energy Equipment will have security systems in place in a few different manners. The first would be all dispensing equipment is secured by fuel management equipment (FMS), ensuring only authorized users can dispense. If there is not an FMS, the fueling systems are required to be secured on private property with fencing and locking gates surrounding the fuel island. Additionally, most system include tank monitoring equipment to ensure dispensing and tank fluid levels are aligned and have the ability to be reconciled. Often times security cameras are implemented as well.</p>
48	<p>Describe how you will secure any participating entities' data captured during transactions.</p>	<p>Most fuel islands are installed with fuel management systems that monitor and track critical data for fueling vehicles. Tanks are typically monitored with automatic tank gauging reporting usage and fuel levels within the tanks as well. This data is stored within a software system on a local server or remotely in a cloud accessible via the internet. All security protocols offered by manufacturers of this equipment are implemented.</p>
49	<p>Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.</p>	<p>Our offerings are purpose built solutions engineered for the needs of the end user. Site specific fuel islands are designed for maximum efficiency of the traffic logistics and optimal product flow for fueling vehicles. End users installing Blue1 Systems are improving efficiency by adding the ability to fuel on-site versus public gas stations. Diesel Exhaust Fluid (DEF) is a green technology reducing emissions and improving the fuel efficiency &amp; miles per gallon when operating diesel engines in vehicle fleets. Fuel Management Systems and tank gauging systems we provide also add to the efficiency of data management from fueling operations.</p>

50	Describe how you work with participating entities to ensure all relevant environmental regulations and environmental best practices are followed.	<p>All of our petroleum and DEF systems are engineered to protect members from harmful environmental issues. Storage and dispensing solutions include:</p> <ol style="list-style-type: none"> <li>1. Double wall or secondary containment that prevents leaks from reaching ground water sources</li> <li>2. Audible overfill alarms are included as warnings for overfilling tanks.</li> <li>3. Optional overfill prevention valves that automatically shut off when fluid levels in a tank reach 95% of capacity.</li> <li>4. Delivery containment "buckets" that protect from product spills when a delivery drivers disconnects his hose.</li> <li>5. Automatic shutoff nozzles that prevent drivers from overfilling their vehicles and spilling product onto the ground.</li> <li>6. All systems are designed and engineered to meet safety codes in the marketplace.</li> </ol> <p>In addition, we also offer a complete range of environmental services including inspections and compliance consultation, equipment testing and repairs, environmental remediation, and Spill Prevention (SPCC) and Storm water (SWPPP) plans. All systems are installed to meet all local and national environmental codes. Best practices for potential spill cleanup are reviewed during installation and training.</p>
51	Describe your capabilities and processes for design, site assessment, site preparation, installation, and SPCC planning. (Spill, Prevention, Control, Containment)	<p>Blue1's has nationwide capabilities and processes for providing equipment and accompanying services. Our extensive network of distributors and installation contractors are located in the local markets, allowing us to quickly setup site visits for analysis and definition of each project's scope of work. Blue1 has in house engineers capable of fuel island layout design. We also partner with Engineering and Design firms who are capable of providing state certified design drawings necessary for permitting requirements. The combination of entities we subcontract with allow turnkey packages offered to include design, permitting, site infrastructure work, electrical services, installation &amp; start-up services, and SPCC planning to each end user. All designs and equipment are packaged to meet all required safety and codes requirements.</p>
52	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	<p>Blue1 does not have any regulatory infractions or sanctions against our products or projects completed within the past 5 years.</p>

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

Line Item	Question	Certification	Offered	Comment
53	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Blue1 is not a certified for any of these classifications, but some of Blue1's distributor partners have veteran owned business certifications. We have uploaded one as an example.
54		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Blue1 is not a certified Minority Business Enterprise.
55		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Blue1 is not a certified Women Business Enterprise.
56		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Blue1 is not a certified Disabled-Owned Business Enterprise.
57		Veteran-Owned Business Enterprise (VBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Blue1 is not a certified Veteran-Owned Business Enterprise, but we do have distributor partners who are certified. We have uploaded one certification for reference.
58		Service-Disabled Veteran-Owned Business (SDVOB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Blue1 is not a certified Service-Disabled Veteran-Owned Business Enterprise, but we do have distributor partners who are certified. We have uploaded one certification for reference.
59		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Blue1 is not a certified Small Business Enterprise, but we do have distributor partners who are certified.
60		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Blue1 is not a certified Small Disadvantaged Business.
61		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Blue1 is not a certified Women-Owned Small Business.

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
62	Describe your payment terms and accepted payment methods.	Terms for all invoices are net 30 days. Because many of our turn-key projects include long lead times, sometimes exceeding six to nine months, Blue1 reserves the right to invoice the member deposit invoices when agreed upon by the end user and for "progress payments"(aka, "progress invoices"). These progress payments typically are broken down by; a) permitting and site work completion, b) large equipment deliveries and initial installation. c) Upon final completion and approval of the project, we will bill the member with one final invoice.
63	Describe any leasing or financing options available for use by educational or governmental entities.	Blue1 offers extended terms for financing of any Blue1 System. We also offer outside financing options in partnership with National Cooperative Leasing, another Sourcewell Contract holder.

64	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Every Purchase Order from a Sourcewell member must include our secured contract number and their member ID. Once this PO is received, we review for accuracy which includes a complete product description, part numbers (if applicable), scope of work for installation services and itemized pricing. Upon confirmation of all these details, we will send the member a site specific "Order Confirmation" form that must be included to confirm all details (door and dispenser orientation, etc), or applicable system drawings. Once the completed document is returned to us, the order is entered into our manufacturing schedule. These member orders are entered into our Sourcewell quarterly spreadsheet which is updated weekly.
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. We accept all government issued P-cards and other major credit cards. A three-percent (3%) service fee is passed on to the customer for all orders paid by card greater than \$3,000.
66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Sourcewell members receive a percentage discount off each product category's list price. Uploaded are both the Blue1 list price catalog and the member's NET price catalog. Each catalog has every SKU itemized by category. Our individual product categories include Diesel Exhaust Fluid (DEF), petroleum equipment and alternative energy products (propane, solar energy and EV charging). Blue1 also has the capability of packaging products that are not listed in our catalog as "Open Market" items to meet the needs of the members and are offered at cost plus eighteen percent (18%) margin. We also provide turn-key installation services for all of the products we provide. We will continue to collaborate with other Sourcewell contract holders (Gilbarco, Dover, Chargepoint and others) to provide and install their products, which include but not limited to, EV charging and fuel management equipment.
67	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Members receive a twenty percent (20%) discount off all Diesel Exhaust Fluid (DEF) equipment. Members receive a ten percent (10%) discount off all petroleum and alternative energy equipment list. When requested, we will provide and install other Sourcewell contract provider's products. We will honor the company's specific published contract price when applicable. Because our installation services are all site specific, our installation price to members is our cost, plus an eighteen percent (18%) margin.
68	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell members will receive an additional five-percent (5%) discount if their purchase order includes an order for five or more of our systems. These systems may have multiple delivery sites and/or delivery dates. A "system" is defined as one of our DEF Platinum mini-bulk storage units, DEF storage Cube, diesel or gasoline storage system, or mobile diesel fuel system. Members will also receive an additional five percent (5%) discount off any DEF system listed above when their order includes the purchase of a petroleum system for a new or existing fuel island. Therefore, members may receive up to twenty-five percent (25%) off our published DEF list prices when a DEF system is purchased along with a fuel island storage tank.
69	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For all sourced product items, we will work on a cost plus eighteen percent (18%) margin, which will be quoted on a site specific, case-by-case basis.
70	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no costs that would not be included, unless the customer requests an additional quote for unforeseen additional equipment or installation services or these costs are unknown, such as permit fees. We would then require approval of a "Change Order" that would include all additional charges. The same original PO will be used for this additional work or an additional approved CO. If a member requests a performance bond after he has received and approved our quote, the additional fee will be added to the original quote at our cost plus eighteen percent (18%) margin. Sales tax will not be included in any of our quotes. If a member cannot provide us with their proper tax exemption information, we must include the appropriate tax amount on our final invoice.

71	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight terms for all of our aboveground systems are FOB, factory. Unless otherwise stated, we will ship all products "prepaid and add". All applicable freight charges will be itemized and included on the final customer invoice. If requested, members will receive an estimated freight quote with the initial quote from Blue1. The formal off-loading of tank systems will be arranged with the installation sub-contractor or end-user. If they prefer, the customer/member has the choice to arrange their own shipping and transportation. Applicable freight charges will be added to the final invoice.	*
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight to Alaska, Hawaii, Canada or offshore will be quoted the same as mentioned above. All Canadian customs charges are the responsibility of the Sourcewell member and must be arranged prior to any products departing the factory.	*
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	With pre-approval from a member, Blue1 can expedite equipment to a Sourcewell member to meet certain scheduling cutoff requirements. These expedited fees will be quoted and must be approved in advance. Many of our distributors inventory the most commonly used replacement parts for our DEF and petroleum systems. These can be delivered and installed to the customer's site anywhere in the US or Canada to minimize any operational downtime.	*
74	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	When a purchase order is received from a Sourcewell member, all of the itemized products, services and prices listed on the PO will be confirmed with our Sourcewell NET price catalog. This member's PO will then be added to our accounting system. This member will also be added to our Sourcewell quarterly spreadsheet that tracks every member's PO, from production planning to the final installation and sign-off by the member. Upon receipt of the final payment and end of each quarter, Blue1 will calculate and pay Sourcewell the appropriate administrative fee. Because of the complexity of numerous product lines provided to any one member at the same site (I.E., DEF, petroleum and/or alternative energy equipment), billing will be direct from Blue1. If one of our distributors sells any one product direct to a Sourcewell member, the distributor must provide Blue1 with a copy of the member's purchase order so we can verify the proper billing amount(s). This distributor invoice will be added to our Sourcewell log for payment of the appropriate administrative fee.	*
75	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	The measurement of our progress and success with Sourcewell begins with implementation of our marketing plan detailed in answer number 38. All new leads received are logged based on how they initially heard about Blue1 (I.E. direct mailer, SW website, B1 website or trade show). Every inquiry is logged in our local "Pipeline" Report. Every one of these inquiries is tracked from the initial phone call, through numerous progress levels, all the way until a formal commitment is received from the member. We then log the new purchase order into our system and track through all stages of production and installation. Sourcewell revenue is tracked locally from one quarter to the next. Our goal for the last five years (which we have exceeded) has been to increase inquiries and revenues, every month, every quarter and every year.	*
76	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Blue1 Energy Equipment will pay Sourcewell a two-percent (2%) administrative fee for all equipment, open market items, installation and environmental services listed in our Product and Pricing Catalog (attached). This fee will be paid within 30 days of the close of each quarter.	*

**Table 7: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Blue1 Pricing offered for Soucewell members is nationally leveraged and as good or better than other customers or contracts.

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

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

**Table 8B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Comments
80	Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, natural gas, and used fluids	<input checked="" type="radio"/> Yes <input type="radio"/> No	Blue1 provides not only the storage tanks, but are the industry leading provider of aboveground, turnkey systems. *
81	Mobile fuel, fluid, and gas storage solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Blue1 provides any ancillary hardware for fueling pumps, dispensers and mobile tank systems *
82	Hardware related to the aboveground storage tanks and mobile storage solutions described in 80 and 81 above, including pedestals, gauges, access or security hardware, monitoring equipment and devices, RFID solutions, dispensers, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Blue1 provides all ancillary equipment for ASTs and mobile storage solutions. *
83	Fuel and fluid management software related to the aboveground storage tanks and mobile storage solutions described in 80-82 above. However, this solicitation should NOT be construed to include "software-only" solutions. Proposers may include related fuel and fluid management software to the extent that the solutions are complementary to the offering of the equipment and products being proposed	<input checked="" type="radio"/> Yes <input type="radio"/> No	Blue1 provides both hardware and software solutions for fuel management systems. *
84	Services related to the solutions described in 80-83 above, including design, site assessment, site preparation, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Blue1 provides turnkey services including design, site assessment, preparation, installation, monitoring or testing, maintenance or repair and warranty programs. *

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

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

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

**Documents**

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

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

- [Pricing](#) - Blue1 Sourcewell Pricing Documents.zip - Tuesday August 13, 2024 08:59:12
- [Financial Strength and Stability](#) - SPATCO Issued FS 12.31.23 FINAL.pdf - Monday August 05, 2024 10:36:39
- [Marketing Plan/Samples](#) - Blue1 Marketing Samples.zip - Monday August 05, 2024 10:49:10
- [WMBE/MBE/SBE or Related Certificates](#) - AEC SDVOSB Reverification Letter - Expires 04-22-2025.pdf - Monday August 05, 2024 11:08:27
- [Standard Transaction Document Samples](#) - Blue1 Standard Transaction Document Samples.zip - Wednesday August 07, 2024 12:06:01
- Requested Exceptions (optional)
- Upload Additional Document (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 1 Fuel Fluid Storage RFP 081524 Thu August 8 2024 07:26 AM	<input checked="" type="checkbox"/>	3

## Blue1 Energy Equipment

### SUMMARY OF PRICING, INSTALLATION SERVICES, TERMS & CONDITIONS

#### SOURCEWELL CONTRACT #081524-TAN:

Blue1 Energy Equipment ([www.Blue1EnergyEquipment.com](http://www.Blue1EnergyEquipment.com)) is the nation's leading manufacturer of DEF (diesel exhaust fluid) storage and dispensing equipment. Our Sourcewell contract provides aboveground fleet storage equipment and installation services for DEF (Diesel Exhaust Fluid), petroleum (diesel and gasoline) and alternative energy (propane, solar & EV charging) products.

#### LEGAL OPERATING ENTITY:

*Blue1 Energy Equipment* is the registered trade name for Titan Chemical Transfer Solutions, LLC., a wholly owned subsidiary of SPATCO Energy Solutions, LLC.

#### EQUIPMENT PRICING:

- Sourcewell members receive a twenty percent (20%) discount off published list prices for all DEF equipment.
- Members receive a ten percent (10%) discount off all published petroleum and propane list prices.
- If specific components or products are not listed in this Blue1 catalog, then these products will be added as an "Open Market" item. Open Market items will be invoiced at our cost-plus eighteen percent (18%) margin.
- In collaboration with other Sourcewell contract holders (Gilbarco, Dover, Fuelmaster, Chargepoint and others), we can honor all contract pricing published if itemized in the proposal, and will provide our installation services in conjunction with their applicable equipment.

#### INCENTIVE PRICING DISCOUNTS:

- Member will receive a five percent (5%) volume discount for a Purchase Order of five or more systems. Systems may have multiple delivery sites or delivery dates.
- A "system" is defined as Blue1 Platinum mini-bulk storage system, DEF Cube system, Easy Tanks, an aboveground petroleum storage system or a mobile fuel system.
- Members will receive an additional five percent (5%) discount off any DEF system listed above when the order includes the purchase of a Blue1 aboveground petroleum fuel system for a new or existing fuel island. Therefore, the total member discount for the applicable DEF system may total up to twenty-five percent (25%) off of LIST pricing.
- Discounts do not apply to any installation, permitting, project management, freight charges, maintenance, repairs or environmental services.

#### PROJECT MANAGEMENT, INSTALLATION AND ENVIRONMENTAL SERVICES:

- Our contract provides project management and installation services that may include: Securing all required state and local permitting, shop or engineered drawings, electrical power & communications network, mobilization of labor and equipment, construction services (concrete pad, posts and other), enforcement and facilitation of safety meetings, coordination of shipping and off-loading services, start-up, calibration, testing and training of local personnel.
- Blue1 environmental services available to members include: Underground tank removal and soil remediation (if required), inspections and repairs of all EPA required petroleum equipment, fuel cleaning and certified SPCC (Spill Prevention, Control and Countermeasure) and SWPPP (Storm Water Pollution Prevention) plans.
- Sourcewell members will be billed at our cost plus eighteen percent (18%) margin for all services provided.

#### OTHER TERMS AND CONDITIONS:

- Freight charges are FOB factory and will be added to the final invoice.
- Complete credit and tax exempt information is required with each initial purchase order.
- P-cards and credit cards are accepted. A three percent (3%) service charge will apply for orders greater than \$3,000.
- If additional insurance above the amount listed within the Sourcewell contract, or if a performance bond is required, the member will be invoiced for the additional coverage.
- If a blanket purchase order is received for multiple sites, the member will be billed for each individual site upon delivery and installation of the equipment.
- Blue1 reserves the right to invoice members for "progress payments". Progress payments (or progress invoices) are typically processed at specific intervals during the installation process;
  - a) Local permit approval and completion of initial site work construction,
  - b) Major equipment deliveries,
  - c) balance of the project invoice, including any open freight charges, will be billed upon completed installation and final approval by the member.
- All invoices are due Net 30 days from the date of the invoice.