

**MASTER AGREEMENT #081524****CATEGORY: Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services****SUPPLIER: FuelCloud OPCO, LLC**

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 FuelCloud OPCO, LLC, 124 SW Dennis Ave., Hillsboro, OR 97123 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

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

- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

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

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

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

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

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

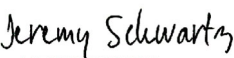
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

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


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

Sourcewell

FuelCloud OPCO, LLC

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/19/2024 | 3:18 PM CST

DocuSigned by:

E61A30AC1D624F2...

By: _____
Alex Bretthauer
Title: President
Date: 11/19/2024 | 1:12 PM PST

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

Vendor Details

Company Name: FuelCloud OPCO

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

Address: 1340 NW 13th Ave
Hillsboro, Oregon 97124

Contact: James Wisniewski

Email: james@fuelcloud.com

Phone: 503-446-2853

HST#: 475000947

Submission Details

Created On: Thursday July 11, 2024 12:39:19

Submitted On: Thursday August 15, 2024 16:19:02

Submitted By: James Wisniewski

Email: james@fuelcloud.com

Transaction #: 6ba95106-68d9-4ca9-a5e3-a452d39aedb2

Submitter's IP Address: 38.100.219.62

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.	FuelCloud OPCO, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
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).	<p>Authorized Affiliates and Optional Responsible Suppliers:</p> <p>FuelCloud maintains an extensive and continually expanding network of Certified Equipment Distributors and Installers. To ensure access to the most current information, participating entities are encouraged to refer to our regularly updated online resources:</p> <p>Certified Equipment Distributors: For a comprehensive, up-to-date list of authorized distributors, please visit: https://fuelcloud.com/resources/distributors The list is continuously updated to reflect all of our Active Affiliates. Examples of established regional Certified Equipment Distributors include:</p> <ul style="list-style-type: none"> * Northwest Pump and Equipment - (Western USA) * OWL Service (Formerly known as Oscar Larson Companies) - (Eastern USA) <p>Certified Installers: For the most current list of certified installers, please visit: https://fuelcloud.com/resources/installers All listed active installers have successfully completed FuelCloud’s rigorous installer certification program and have received review and approval from FuelCloud’s Director of Customer Service.</p> <p>These online directories serve as the primary sources for vetted and approved FuelCloud affiliates, ensuring that participating entities have access to qualified local support for distribution and installation services.</p>	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Applied, code will be shared once received.	*
5	Provide your NAICS code applicable to Solutions proposed.	561110-23	
6	Proposer Physical Address:	124 SW Dennis ave Hillsboro, OR 97123	*
7	Proposer website address (or addresses):	FuelCloud.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):	Alex Bretthauer President 715 NW 10th ave Hillsboro, OR 97124 (503) 475-1561	*
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	James Wisniewski National Sales Manager 3003 NE Couch St Portland, OR 97232 James@FuelCloud.com (503) 446-2853	*
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	James Wisniewski is the primary contact for all inquiries related to this bid.	

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

Line Item	Question	Response *
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>FuelCloud was founded in 2015 by Alex and Kevin Bretthauer, fourth-generation members of a family deeply rooted in the fuel industry. Informed by decades of experience in monitoring and managing bulk fuel, Alex and Kevin recognized significant inefficiencies in traditional fuel management systems, which were often expensive, cumbersome, and reliant on outdated technology.</p> <p>Our core values and business philosophy are centered on:</p> <ul style="list-style-type: none"> - Innovation: We combine four generations of fuel industry knowledge with cutting-edge technology to create modern, efficient solutions. - Customer-Centric Approach: We're committed to helping our customers make the most of every drop of fuel they buy. Our customer commitment is reflected in our 98% customer retention rate. - Accessibility: We strive to make advanced fuel management available to all, offering our solution at a fraction of the price of traditional systems. - Continuous Improvement: We regularly update our software and have been awarded multiple patents, including #10210696 in 2019 for our innovative cloud-based approach. <p>In just over eight years, FuelCloud has grown rapidly, now serving over 273,000 users worldwide across more than 5,600 active sites. Our systems have been installed in all 50 U.S. states and internationally, tracking over a billion dollars in fuel transactions. This rapid adoption speaks to the industry's need for our innovative, user-friendly approach to fuel management.</p> <p>Our longevity in the industry, combined with our modern, technology-driven approach, positions us uniquely to provide public sector and educational entities with a fuel management solution that is both deeply informed by industry needs and at the forefront of technological innovation.</p>
12	What are your company's expectations in the event of an award?	<p>In the event of an award, FuelCloud's expectations are centered on delivering exceptional value and service to Sourcwell participating entities while expanding our reach in the public sector and educational markets. Specifically, we anticipate:</p> <ul style="list-style-type: none"> - Increased Adoption: We expect to see growth in the number of public sector and educational entities utilizing our cloud-based fuel management system. Given our current base of over 5,600 active sites and 273,000+ users worldwide, we are well-equipped to handle this expansion. - Ongoing Innovation: We commit to continuing our pattern of regular updates and improvements to both our software and hardware. Sourcwell clients can expect to benefit from the latest advancements in fuel management technology. - Dedicated Support: We will allocate resources to provide our top tier customer support to Sourcwell clients, maintaining or exceeding our current 98% customer retention rate. - Collaborative Feedback Loop: We look forward to gathering insights from Sourcwell participating entities to further refine our product offerings and ensure they meet the unique needs of the public and education sectors. - Expanded Integration Capabilities: We anticipate developing new integrations specific to the needs of public sector and educational entities, building on our current capabilities with tank monitors, marina software, and accounting systems. - Cost Savings for Participants: We expect to demonstrate significant cost savings and efficiency improvements for participating entities, helping them maximize their fuel resources and streamline operations. - Environmental Impact: We expect to help participating entities reduce their environmental footprint through more efficient fuel management and usage. - Adaptable Solutions: We anticipate Sourcwell participating entities benefiting from our system's inherent flexibility and comprehensive features. Our cloud-based platform is designed to accommodate a wide range of fuel management needs without requiring custom integrations. <p>FuelCloud is committed to maintaining our high standards of innovation, customer service, and product quality as we expand our presence in the public and education sectors through this potential partnership with Sourcwell.</p>

13	<p>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>	<p>FuelCloud's expanding customer base, steadily increasing year-over-year revenue, and robust subscription-based business model demonstrate our financial stability and consistent growth since our founding in 2015.</p> <p>Key financial indicators include:</p> <p>1 - Revenue Growth: Our total sales increased from \$4,707,471 in 2021 to \$5,984,755 in 2022 (a 27% increase), and further to \$6,838,535 in 2023 (a 14% increase), demonstrating consistent year-over-year growth. Our unreviewed interim revenue for the first half of 2024 (January 1 - June 30) is \$4,320,100.15. Prorating this figure for the full year suggests an estimated annual revenue of \$8,640,200.30 for 2024, which would represent a projected growth of approximately 26% over 2023. This indicates continued strong performance and acceleration in our growth trajectory.</p> <p>2 - Subscription Revenue: Our projected Annual Recurring Revenue (ARR) from subscriptions is as of July of this year, providing a strong base of predictable income.</p> <p>3 - Customer Base Expansion: Active FuelCloud systems in the field have grown over 400% from 1,059 in early 2020 to more than 5,600 by April 2024, now serving over 273,000 users worldwide.</p> <p>4 - Profitability: We've maintained profitability, with net income of in 2021, in 2022, and in 2023. Our unreviewed net income for the first half of 2024 is suggesting continued strong profitability.</p> <p>5 - Ongoing Investment: We continue to invest in research and development, with R&D costs of \$685,047 in 2021 and \$671,524 in 2022, showcasing our commitment to innovation.</p> <p>6 - High Customer Retention: Our subscription data shows consistent net growth in customers, indicating strong retention rates. This is reflected in our growing Monthly Recurring Revenue (MRR), which reached by July 2024. High customer retention is further evident in our low churn rate, which remains at or below 2% annually.</p> <p>Our financial stability is further demonstrated by our ability to secure and manage credit facilities, including a line of credit, and our consistent investment in intangible assets, particularly software development.</p> <p>Supporting documentation: Independent Accountant's Review Report for 2021-2022 financials:</p> <p>4 - Bank Reference Letter attesting to FuelCloud's good standing and financial stability</p> <p>These documents and metrics provide a comprehensive view of our financial position, showcasing both our traditional financial strength and the robust nature of our subscription-based revenue model, which is highly valued in SaaS businesses. This combination of steady overall growth and a strong recurring revenue base ensures that Sourcewell participants can rely on FuelCloud as a financially stable, forward-looking partner. Our robust financial health enables us to consistently deliver innovative solutions, provide reliable support, and make long-term commitments to our customers' fuel management needs.</p>
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14	What is your US market share for the solutions that you are proposing?	<p>Precise market share data is difficult to calculate, but our estimates suggest that we are readily serving between 12% and 20% of the available US market. That we have been able to grow so quickly while competing against long-entrenched incumbent fuel management systems (many of which are product lines of large multi-national fuel equipment brands) is a testament to caliber of our innovative solution to fuel management.</p> <p>Our pioneer status as the first cloud-based fuel management system in the US has led the way in modernizing fuel management practices. This innovation is further underscored by our three patents on our technology, highlighting our unique market offering. Our nationwide reach is evident in our solutions being used by over 5,500 companies with more than 273,000 users across all 50 states in the US, supported by our extensive distribution network.</p> <p>Since our inception, we have tracked over a billion dollars in fuel transactions, demonstrating the scale of our operations. Our diverse client base spans a wide range of industries including fleets, construction, city services, airports, farming, and more, showcasing the versatility of our solutions.</p> <p>FuelCloud has experienced consistent growth, with our total sales increasing by 27% from 2021 to 2022, and by 14% from 2022 to 2023. Our strong recurring revenue is reflected in our Annual Recurring Revenue (ARR) from subscriptions, which reached \$4,658,458.56 by July 2024, indicating a robust and growing market presence. We pride ourselves on our high customer retention rate, with our churn consistently remaining below 2%. This suggests strong customer satisfaction and a good product-market fit, further solidifying our position in the industry.</p>	*
15	What is your Canadian market share for the solutions that you are proposing?	<p>While precise market share data for the Canadian fuel management systems industry is not available, FuelCloud has established a notable presence in the Canadian market. Our operations in Canada are characterized by an established distribution network that serves customers across the country, ensuring widespread access to our services.</p> <p>Our cloud-based, patented technology, which has proven successful in the US market, has been adapted and made available for the Canadian market, taking into account any specific regional requirements or preferences. This allows us to offer the same level of innovative fuel management solutions to our Canadian customers as we do in the United States.</p> <p>In Canada, we service a diverse range of industries, mirroring the breadth of our US operations. This diversity demonstrates the versatility and adaptability of our solutions across various sectors of the Canadian economy.</p> <p>It's worth noting that while our footprint in Canada is currently smaller compared to our US presence, we are actively pursuing growth and expansion in the Canadian market. We see significant potential in Canada and are committed to increasing our market share and customer base in the country.</p> <p>These factors collectively demonstrate FuelCloud's strong commitment to serving the Canadian market with our innovative fuel management solutions. We are dedicated to growing our presence in Canada and continuing to provide cutting-edge fuel management technology to Canadian businesses and organizations.</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>FuelCloud OPCO, LLC has not been involved in any bankruptcy proceedings, either current or completed, within the past seven years. Additionally, there are no bankruptcy proceedings involving any possible Responsible Parties associated with our company during this period.</p> <p>We understand and acknowledge the requirement to provide written notice to Sourcewell if FuelCloud OPCO, LLC enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation. We commit to adhering to this requirement should such a situation arise, although we do not anticipate any such occurrence given our strong financial position and consistent growth trajectory.</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) FuelCloud is best described a manufacturer. We manufacture our proprietary hardware components and develop our cloud-based software platform, while also providing ongoing services to our customers.</p> <p>Our relationship with our sales and service force:</p> <p>1 - Internal Sales Team: We have an in-house sales team based at our headquarters in Hillsboro, Oregon. These individuals are direct employees of FuelCloud and are responsible for lead generation, customer acquisition, and account management.</p> <p>2 - Customer Support: We provide 24/7, 365 days a year customer support based in the US. Our support team members are FuelCloud employees, ensuring consistent, high-quality service to our customers.</p> <p>3 - Research and Development: Our software development team, including our CTO and multiple full-time developers, are also direct employees of FuelCloud. They work on continuous improvement and innovation of our platform.</p> <p>Our relationship with our dealer network:</p> <p>1 - Distribution Partners: We have established a network of distribution partners across North America, including all 50 US states and throughout Canada. These partners are independent businesses, not owned by FuelCloud.</p> <p>2 - Partner Role: Our distribution partners assist in selling our solutions, providing local support, and in some cases, handling installation of our hardware. They play a crucial role in expanding our market reach and providing on-the-ground support to our customers.</p> <p>3 - Training and Support: While not our direct employees, we provide thorough training and ongoing support to our distribution partners to ensure they can effectively represent and support our products.</p> <p>4 - Installation: The actual installation of our hardware is typically performed by certified electricians or certified FuelCloud installers, who may be recommended by our distribution partners but are not FuelCloud employees.</p> <p>This combination of internal employees and external partners allows us to maintain direct control over our core operations and product development while leveraging local expertise and reach for sales and support across our service areas.</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>FuelCloud holds and maintains several critical certifications and licenses that are essential for our operations in the fuel management industry. These certifications demonstrate our commitment to safety, accuracy, and compliance with industry standards. The key certifications and licenses include:</p> <p>1 - UL 1238 Certification: FuelCloud is UL 1238 certified, which is a crucial safety standard for control equipment for use with flammable liquid dispensing devices. This certification ensures that our hardware meets rigorous safety requirements for use in potentially hazardous environments.</p> <p>2 - Weights and Measures Certification: We are proud to be the only app-based fuel management system in the United States that holds weights and measures certification for the reselling of fuel. This certification is vital for ensuring accuracy and fairness in fuel transactions, particularly for customers who choose to resell fuel.</p> <p>3 - National Electrical Code (NEC) Compliance: Our systems comply with all NEC requirements, ensuring that our hardware installations meet national safety standards for electrical equipment and installations.</p> <p>4 - Distributor Certifications: All our distributors are certified to sell and operate FuelCloud systems in their respective territories. This certification process ensures that our partners have the necessary knowledge and skills to represent our products effectively and provide quality support to end-users.</p> <p>5 - Installer Certification: We have implemented a FuelCloud installer certification course. We invite installers to complete the course to refine their system knowledge, ensuring consistent and reliable deployments of the FuelCloud system in the field.</p> <p>In addition to these specific certifications, FuelCloud continually monitors and adheres to relevant industry standards and regulations. We also work closely with our distributors and installers to ensure they maintain any local licenses or certifications that may be required in their specific operating areas.</p> <p>This comprehensive approach to certification and licensing ensures that FuelCloud, our distributors, and our installers are fully qualified to provide and support our fuel management solutions across diverse markets and applications.</p>

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	<p>FuelCloud OPCO, LLC has not been subject to any debarments or suspensions, either current or past, within the last seven years. This clean record extends to all possible Responsible Parties associated with our company.</p> <p>We fully understand and acknowledge the requirement to provide written notice to Sourcewell if FuelCloud OPCO, LLC or any of its Responsible Parties enter a debarment or suspension status at any time during the pendency of this RFP evaluation. We commit to adhering to this requirement should such a situation arise, although we do not anticipate any such occurrence given our strong commitment to ethical business practices and regulatory compliance.</p> <p>Our company maintains a robust compliance program to ensure we meet all applicable industry standards and regulatory requirements. This includes regular internal audits and ongoing monitoring of our business practices to prevent any situations that could lead to debarment or suspension.</p> <p>We remain committed to maintaining the highest standards of integrity and compliance in all our business operations.</p>	*
20	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	FuelCloud OPCO, LLC has not experienced any regulatory infractions or sanctions against our products or completed projects within the past 5 years.	
21	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>FuelCloud has received several significant industry recognitions and awards in the past five years, demonstrating our leadership and innovation in the fuel management industry:</p> <p>1 - Pioneer Status: FuelCloud was the first cloud-based fuel management system in the United States, introducing innovative technology that has transformed the industry.</p> <p>2 - Patent Recognition: We have been awarded three patents for our technology innovation in fuel controls. These patents, granted by the United States Patent and Trademark Office, are a testament to our unique contributions to the field.</p> <p>3 - NTEP Weights and Measures Certification: FuelCloud achieved a significant industry first by becoming the only app-based fuel management system to receive the National Type Evaluation Program (NTEP) weights and measures certification. This certification recognizes our system's sufficient accuracy for reselling fuel across the United States, a crucial distinction in our industry.</p> <p>4 - Industry Association Memberships: FuelCloud is a proud member of the Petroleum Equipment Institute (PEI), a leading authority in the fuel and fluid handling equipment industry. We are also members of Conexus, the technology organization dedicated to the development and implementation of standards, technologies innovation, and advocacy for the fueling market. These memberships recognize our commitment to industry best practices and technological advancement.</p> <p>These awards, certifications, and recognitions highlight FuelCloud's innovative approach, technological leadership, and strong market position in the fuel management industry. They underscore our commitment to providing cutting-edge, reliable, and compliant solutions to our customers.</p>	*
22	What percentage of your sales are to the governmental sector in the past three years	FuelCloud's government sales account for ~3.9% of overall sales over the past three years.	*
23	What percentage of your sales are to the education sector in the past three years	FuelCloud's educational sector sales account for ~0.4% of overall sales over the past three years.	*
24	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Historically, FuelCloud has operated primarily through our distribution partners, who have typically handled government bids and cooperative purchasing agreements with our support. These partners often hold various state and cooperative purchasing agreements, but as these are not in FuelCloud's name, we do not have direct visibility into the specifics or sales volumes of these agreements.</p> <p>Our approach has been to empower our distribution partners to serve their local and regional markets effectively, providing them with the necessary support and resources to represent our products in various procurement processes. This strategy has allowed us to maintain a focus on product development and innovation while leveraging our partners' expertise in navigating local procurement landscapes.</p> <p>This Sourcewell RFP represents a shift in our approach. We see this as an opportunity to provide our innovative fuel management solutions more directly to a broader range of public sector and educational entities across the country.</p>	*
25	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	FuelCloud currently holds no GSA contracts or supply agreements.	*

Table 2A: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Salem, Oregon	Christina Presser	(503) 588-6053	*
California State University, Sacramento	Baron Siegfried Marsh	(916) 278-5220	*
City of Safford, Arizona	Erin Wittenbraker	(928) 965-7541	*

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

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

Line Item	Question	Response *	
27	Sales force.	<p>FuelCloud has established a comprehensive sales and support structure to ensure excellent service delivery across the United States and Canada. Our dedicated and highly skilled sales force is structured to provide expert service to our customers across various regions.</p> <p>At the helm of our sales team is the Vice President of Sales, who oversees the entire sales strategy and ensures alignment between sales objectives and overall company goals. Working closely with the VP is our National Sales Manager, who coordinates sales efforts across all regions and develops strategies to maximize market penetration. Our sales representatives are product experts with in-depth knowledge of FuelCloud solutions. They are assigned to specific regions, allowing them to develop a deep understanding of local market needs and build strong customer relationships.</p> <p>Our sales team is further supported by our technical support team members, who are cross-trained to assist in sales efforts as needed. This collaboration ensures that complex customer requirements are fully addressed with advanced technical expertise during the sales process.</p> <p>Our sales force regularly undergoes training to stay updated on product developments, industry trends, and evolving customer needs. This commitment to continuous learning, combined with our regional approach, enables us to meet customers where they are, efficiently and correctly, every time.</p>	*
28	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>While our primary focus with Sourcwell and its participating members is to sell direct, we also maintain a network of certified distributors and installers across all 50 states and Canada. Our distributors are carefully selected and thoroughly trained, ensuring they can provide knowledgeable support and professional services when needed. As of 2024, our distribution network includes over 35 authorized companies, ranging from regional specialists to large, multi-state operations.</p> <p>The combination of responsive localized expertise from distributors and direct engagement from us as the product manufacturer ensures that we can effectively meet the diverse needs of Sourcwell participants.</p> <p>Our commitment to maintaining and expanding this network of Authorized Sellers ensures that Sourcwell participating entities will have access to expert local support, efficient service, and comprehensive solutions tailored to their specific needs.</p>	*

29	Service force.	<p>FuelCloud's service force is structured to provide comprehensive support and service to our customers, with a focus on direct, expert assistance. At the core of our support system is our dedicated in-house technical support department, available 24/7/365. This team of product experts is accessible directly to end users via phone and email, offering immediate assistance with product usage, troubleshooting, and technical inquiries.</p> <p>Complementing our in-house support is our network of certified installers. Certified installers ensure that FuelCloud hardware is installed and configured correctly, as well as providing on-site service when more advanced system troubleshooting is required. Customers can find a local certified installer from the directory on our website.</p> <p>Lastly, we maintain a network of authorized distributors with a presence in all 50 states. These partners are experienced in not only sales, but service and installation of FuelCloud products and necessary third-party components. While our primary focus is on direct support, this distribution and installer network provide additional localized assistance, ensuring familiarity with regional needs and regulations when required. This multi-layered approach allows FuelCloud to offer robust, adaptable support that meets the varied needs of our customers across the nation.</p>	*
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>FuelCloud's ordering process is designed to be flexible and efficient, accommodating the diverse needs of our customers across different states. The process typically involves the following steps:</p> <ol style="list-style-type: none"> 1 - Initial Consultation: Customers engage with either FuelCloud directly or one of our authorized distributors/dealers, depending on their location and preferences. Whether customers come to us directly or via distribution, we take a leading role in demoing FuelCloud and answering any questions about the system at this stage. Sales@FuelCloud.com is a reliable contact to initiate this first step and for scheduling demos. 2 - Quote Generation: FuelCloud or our distributor/dealer provides a detailed quote based on the customer's specific requirements. 3 - Order Placement: Completed through our network of distributors or directly with a FuelCloud representative. 4 - Payment Processing: Payment for hardware can be made upfront or through net terms, as agreed upon during the quoting process. This flexibility accommodates various budgeting and purchasing processes of Sourcewell participating entities. 5 - Order Fulfillment: Once the order is processed, hardware is typically delivered within 3-5 business days. Shipping can be arranged to the client's location or directly to an installer, based on the customer's preference. 6 - Software Setup: Concurrent with hardware shipment, FuelCloud initiates the software setup process, ensuring the system is ready for use upon hardware installation. <p>FuelCloud plays a central role in the ordering process by offering technical expertise, managing software setup, and coordinating with distributors to ensure smooth order fulfillment.</p> <p>Our distributors spearhead the sales process in their markets, combining FuelCloud product knowledge with their local expertise and resources to generate quotes, process orders, and - if required - coordinate installation.</p> <p>Our goal is to make the ordering process as smooth and tailored as possible, regardless of whether the order is handled directly by FuelCloud or through our trusted network of distributors and dealers.</p>	*

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.	<p>FuelCloud's customer service program is designed to provide swift, effective, and comprehensive support to all our clients, including Sourcewell participating entities. Our 24/7/365 in-house technical support team ensures assistance is available whenever needed. Technical support is reachable at Support@FuelCloud.com, (503) 379-1980 or through our website.</p> <p>Our support team strives to deliver short wait times, evident in their average call answer time of 34 seconds. Our efficient problem resolution is evident in our average call length of 6 minutes and 100% resolution rate. We employ a tiered support structure, escalating complex issues to specialized technicians or engineers as needed. To complement direct support, we maintain a comprehensive online knowledge base and FAQ section for self-help found here: https://help.fuelcloud.com/hc/en-us We also solicit customer feedback after each interaction to continuously improve our processes.</p> <p>Our support capabilities include remote diagnostics and assistance, reducing the need for on-site visits. When field support is required, we leverage our network of distributors and installers for swift and effective site visits. Continuous training keeps our team updated on product developments and emerging issues.</p> <p>We do not offer specific incentives for meeting service goals, but our company culture strongly emphasizes customer satisfaction, and we understand that effective support is crucial to achieving our objectives. We're committed to providing our customers with the highest level of service to ensure their continued satisfaction and success with our products.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>FuelCloud is both highly capable and enthusiastically willing to provide our products and services to all Sourcewell participating entities. Our ability and commitment to serve Sourcewell participants is demonstrated through several key factors that set us apart in the industry.</p> <p>1 - Our robust network of distributors and certified installers ensures we can effectively reach Sourcewell participating entities anywhere they are. While customers can choose to purchase directly from FuelCloud, our distribution network offers customers flexibility to purchase and install their system in whatever way works best for them.</p> <p>2 - Our production and inventory management systems are designed to accommodate small and large-scale orders from Sourcewell participants. We maintain sufficient stock to ensure prompt fulfillment of orders. This scalability is complemented by our comprehensive product line, which includes a range of hardware and software solutions capable of meeting the diverse needs of various Sourcewell entities, from small municipal fleets to large state agencies.</p> <p>3 - FuelCloud excels in customization capabilities, allowing us to tailor our solutions to meet the specific requirements of different Sourcewell participating entities, ensuring optimal fit and functionality.</p> <p>4 - Our dedicated support structure, including an in-house technical support team, is readily available to assist Sourcewell participants directly. This is further enhanced by our network of distributors who can provide local, on-the-ground support when needed.</p> <p>FuelCloud views this potential partnership as a significant opportunity to expand our presence in the public and educational sectors while providing these entities with state-of-the-art fuel management solutions. We are committed to adapting to the specific requirements of Sourcewell and its participating entities, ensuring they receive the highest quality products, services, and support. Our team is prepared and eager to meet the demands of Sourcewell participants, ensuring they receive the highest quality products, services, and support.</p>	*

33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>FuelCloud is fully committed and capable of providing our products and services to Sourcewell participating entities in Canada. We are willing and able to sell directly to Canadian customers, ensuring a straightforward and efficient purchasing process for all Sourcewell participants in the country.</p> <p>Our presence in Canada is supported by an existing network of distributors and certified installers, which we are actively expanding. While our distribution footprint in Canada is less comprehensive than our US presence, we have sufficient reach to cover the vast majority of Canada's territories and all major population centers.</p> <p>Our cloud-based, patented technology has been adapted for the Canadian market, taking into account any specific regional requirements or preferences. For example, offering automatic translations to french canadian and tracking fuel in the metric system. This allows us to offer the same level of innovative fuel management solutions to our Canadian customers as we do in the United States.</p> <p>In Canada, we service a diverse range of industries, mirroring the breadth of our US operations. This diversity demonstrates the versatility and adaptability of our solutions across various sectors of the Canadian economy.</p>	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	FuelCloud excitedly services all areas where Sourcewell Participating Entities may reside.	*
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.	FuelCloud is committed to providing full access to our solutions for all types of Sourcewell Participating Entities who have onsite commercial fuel management needs. There are no restrictions or limitations on the types of entities that can access our products and services if we are awarded an agreement.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>FuelCloud is committed to serving all Sourcewell participating entities, including those in Hawaii, Alaska, and U.S. Territories. While we strive to provide consistent service across all locations, there are some considerations specific to these regions.</p> <p>For Hawaii and Alaska, hardware shipping times may be longer (7-10 business days) and additional shipping costs may apply. Our 24/7/365 technical support is fully accessible, though on-site support may require additional lead time. The pool of certified installers in these states may be smaller, potentially affecting installation scheduling.</p> <p>In U.S. Territories, all FuelCloud products are available and comply with U.S. federal standards. However, entities should verify compliance with any territory-specific regulations. Extended shipping times (10-14 business days) and additional costs should be expected due to international shipping requirements. Participating entities may need to handle local customs procedures and associated fees. While remote support is fully available, on-site support may require longer lead times and additional costs.</p> <p>Across all these regions, our cloud-based software services are fully accessible without restrictions. We offer remote training options to ensure comprehensive product education. While we strive to maintain consistent pricing, additional logistics costs may be reflected in the final price for hardware items.</p> <p>We will work closely with entities in these regions to address specific challenges and ensure they receive the full benefits of our fuel management solutions.</p>	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, FuelCloud is willing and committed to extending the terms of any awarded master agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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>FuelCloud's primary marketing strategy is to provide training, documentation and sales resources to our nation-wide network of distributors. Our distributors maintain close relationships with both current and potential end-users of FuelCloud, and many distributors also install or provide basic troubleshooting for FuelCloud systems in the field. Sourcewell approval will complement how we currently work with our distribution network by giving our distributors a crucial step in engaging with the largest number of Sourcewell Participating Entities possible.</p> <p>FuelCloud supplements our distributor-focused efforts with targeted advertising campaigns to increase our market share and brand recognition with specific industries or specific use cases. Examples of these campaigns most recently include targeting landscaping companies and companies that file off-road fuel taxes to emphasize specific aspects of FuelCloud's value proposition for those segments via social media channels. Sourcewell approval will be used as a point of reference in advertising campaigns targeting government and educational customers who would use Sourcewell as a procurement channel.</p>
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Technology and digital data enhance the effectiveness of our marketing programs before and after customers have started using FuelCloud. Before the sale, we use metadata and demographics from our existing customers to identify markets, industries, and profiles for us to target with digital advertising campaigns and sales outreach. This data supports our social media advertising campaigns as described above, but also informs targeted state-by-state distribution development plans in response to increasing customer growth in unexpected markets.</p> <p>After customers have purchased and installed a FuelCloud system, our marketing efforts shift towards customer retention, system expansion, and upselling value-added services. We use email marketing systems to automate and optimize how we communicate with our large base of customers and track customer interests and interactions to ensure that we're delivering actionable content at key moments in the sales cycle.</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>Sourcewell will play a crucial role in expanding our reach to governmental and educational organizations who are trying to improve their fuel management. Our current roster of governments and educational institutions demonstrates the enormous financial and operational value that FuelCloud brings to those entities. We are, however, limited in our own ability to reach deeper into these potential markets for two reasons.</p> <p>1 - The RFP process for many large government and educational organizations is incompatible with our regular sales process. While our technology is mighty, our team is small - we do not always have the necessary resources to engage with extended RFP processes, nor can we always justify making the necessary commitments to those RFP processes when we have an active pipeline of other, less demanding opportunities to tend to.</p> <p>2 - Awareness of fuel management systems in general and the FuelCloud brand more specifically is limited. Our sales process often requires some amount of customer education and level-setting of knowledge. This customer education is difficult enough when we work with small- and medium-sized businesses, but those challenges are amplified exponentially for larger and more regimented organizations in government and education. Paradoxically, these larger customers would benefit the most from our automation and workflow tools, but (in our experience) have the hardest time learning about FuelCloud.</p> <p>Sourcewell addresses these challenges by streamlining the initial sales process for these organizations, placing our products alongside equal solutions in a 'marketplace' that large governmental and educational customers understand, and validating FuelCloud as an appropriate solution for these organizations. While we will continue to maintain a robust pipeline of direct sales and marketing engagement opportunities outside of Sourcewell, Sourcewell will allow us to more easily engage with the large organizations who stand to gain the most from FuelCloud's technology.</p> <p>We intend to treat potential Sourcewell leads as we would any customer opportunity - with careful attention to customer goals and an honest interest in solving their fuel management challenges. However, we recognize that special responsibility comes with Sourcewell approval, and as such will allocate specific resources to Sourcewell opportunities commensurate with Sourcewell's expectations and the scale of the opportunity.</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.	FuelCloud is not available through an online ordering system at this time.

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.	<p>FuelCloud offers a comprehensive range of training programs and resources to ensure Sourcewell participating entities can fully leverage our fuel management solutions. At the core of our support is our 24/7/365 Technical Support, a standard feature available to all customers at no additional cost. This support is provided directly by FuelCloud's in-house team, ensuring expert assistance is always available.</p> <p>Along side of our internal technical support team, we provide a comprehensive Documentation Library and Online Help Center, both available to all customers at no extra charge. These resources offer detailed guides, best practices, step-by-step instructions, and answers to frequently asked questions for all aspects of the FuelCloud system, including our mobile app, hardware, web interface, and other functions. These tools ensure customers have easy access to the information they need to effectively use our solutions.</p> <p>For those seeking more interactive learning, we offer Free Group Training sessions. These weekly open training sessions, held every Thursday at 11 AM PT, are one-hour sessions hosted by our customer success team. They cover core functionality and include a Q&A segment, making them suitable for new customers, account administrators, and current users looking for a refresher or to explore advanced features.</p> <p>For customers requiring more personalized attention, we offer Personalized Training sessions. These one-on-one sessions with a customer success manager are tailored to specific customer needs and questions. They are particularly useful for addressing complex topics like customized reporting or inventory reconciliation and can accommodate multiple team members from a customer's organization. These sessions are priced at \$169 per hour. All our training programs are conducted remotely, ensuring easy access regardless of the customer's location. For more information and to schedule additional training, please visit: https://help.fuelcloud.com/hc/en-us/articles/16149462803603-Training-Options</p> <p>This combination of free resources, standard group training, and optional personalized sessions allows Sourcewell participating entities to choose the level of support that best fits their needs and budget. FuelCloud is committed to ensuring all customers, including Sourcewell participating entities, have the knowledge and resources needed to maximize the benefits of our fuel management solutions.</p>
43	Describe any technological advances that your proposed Solutions offer.	<p>FuelCloud pioneered cloud-based and app-based fuel management, and has been awarded three US patents in recognition of the technological advances we've made.</p> <p>Our system leverages mobile technology, allowing users to authorize and track fuel transactions using any smartphone or tablet. This mobile-first approach enables instant data processing and reporting, giving users access to up-to-the-minute information on fuel usage, inventory levels, and transaction history.</p> <p>We offer a fully customizable reporting engine, allowing reports to be tailored to meet specific organizational needs and preferences. Users can set up automated report delivery via email or SFTP, ensuring key stakeholders receive critical information regularly without manual intervention. Our public and open API allows for seamless integration with other software systems and enables customers to develop custom applications that interact with FuelCloud data.</p> <p>The scalable cloud architecture of our system accommodates businesses of all sizes, from small fleets to large enterprises. Being cloud-based, our system receives regular updates and new features without requiring hardware upgrades, ensuring users always have access to the latest technological advancements in fuel management.</p> <p>FuelCloud incorporates Internet of Things (IoT) technology to connect fuel dispensing hardware with our cloud-based software, enabling advanced features like remote monitoring and real-time access permission changes.</p> <p>These technological advances position FuelCloud at the forefront of the fuel management industry, offering Sourcewell participating entities a state-of-the-art solution that combines innovation, efficiency, and user-friendly design. Our commitment to ongoing technological development ensures that our clients always have access to the most advanced fuel management tools available in the market.</p>

44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>While FuelCloud doesn't currently hold specific "green" certifications, we are committed to environmental responsibility and sustainability in our operations and through the benefits our solutions provide to customers. As an Oregon-based company, we adhere strictly to local environmental regulations, which are among the most stringent in the United States.</p> <p>That said, our fuel management solutions indirectly contribute to environmental sustainability in several ways. By providing accurate tracking and management of fuel usage, our systems help organizations optimize their fuel consumption, potentially reducing overall usage and associated emissions. Our digital solutions significantly reduce the need for paper-based record-keeping, contributing to resource conservation. The remote monitoring capability can decrease the need for physical site visits, potentially reducing vehicle emissions. Additionally, our analytics tools enable organizations to make data-driven decisions that can lead to more efficient and environmentally friendly fuel use practices.</p> <p>FuelCloud remains committed to developing and improving our products to help customers meet their environmental goals and reduce their carbon footprint. We continually evaluate our practices and products for opportunities to enhance their environmental benefits and are open to pursuing relevant certifications in the future as part of our ongoing commitment to sustainability.</p>	*
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.	<p>At present, FuelCloud has not received any third-party issued eco-labels, ratings, or certifications. Our focus has been on developing innovative, efficient fuel management solutions that inherently contribute to better resource management and potential reduction in fuel waste. While these outcomes can have positive environmental impacts, we have not pursued formal environmental certifications for our products at this time.</p> <p>If Sourcewell or its participating entities have specific environmental certification requirements or preferences, we would be happy to discuss these and explore options for meeting such criteria in the future.</p>	*
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>FuelCloud offers several unique attributes that set us apart in the fuel management industry, providing significant value to Sourcewell participating entities:</p> <ol style="list-style-type: none"> 1 - Patented App-Based System: We are the only company with a patented app-based fuel management system. This unique approach makes our system exceptionally user-friendly for fuelers, enhancing efficiency and reducing training time, and allows customers to utilize their existing technology to deploy the FuelCloud app. 2 - Specialized Software Focus: Unlike many competitors who primarily focus on hardware, FuelCloud specializes in software development. Our in-house development team is likely the largest in the industry, allowing us to continuously innovate and improve our software offerings to the benefit of our customers. 3 - Industry-Leading Software: Our specialization in software results in a product that is both powerful and easy to use. This combination ensures that Sourcewell entities can access advanced features without sacrificing user experience. 4 - Robust Reporting Tools: We offer a public and open API for live data feeds, providing unparalleled flexibility for data integration and analysis. Our completely customizable reporting tool allows users to tailor reports to their specific needs. Reports can be automatically delivered in all common formats (e.g., Excel, CSV), enhancing data accessibility and usability. 5 - Modular Hardware: Our system's modular architecture offers unique benefits, including: easy and cost-effective ongoing support and maintenance, flexibility to adapt to changing needs without complete system overhauls, and scalability to grow with the organization's requirements. 6 - User-Centric Design: Our development approach prioritizes user experience, making fuel management tasks more intuitive and less time-consuming for end-users. Our software allows for seamless integration with other systems and technologies that Sourcewell entities may be using. With our large development team, we can rapidly respond to industry trends and customer needs, ensuring that Sourcewell entities always have access to the most up-to-date fuel management technology. 	*
47	Describe the security system in place for protecting and controlling access to your solutions.	<p>FuelCloud implements a comprehensive, multi-layered security system to protect and control access to our solutions, ensuring the integrity and confidentiality of our clients' data and meeting the most stringent requirements. Our security measures encompass user authentication, data encryption, and secure cloud infrastructure.</p> <p>We employ multi-factor authentication, unique user IDs, and role-based access control for user authentication. All data in transit is encrypted using TLS 1.2 or higher, while data at rest uses AES-256 encryption in our cloud storage. Our infrastructure is hosted on AWS, leveraging their advanced security features, and undergoes regular security audits and penetration testing. Network security is maintained through firewalls, intrusion detection/prevention systems, and regular vulnerability scans.</p> <p>Application and mobile app security are ensured through regular code reviews, automated vulnerability scanning, and secure communication protocols. For fuel dispensing, we offer PIN-based or 2 factor (PIN + QR Code) access with customizable rules.</p> <p>We maintain comprehensive audit trails, perform regular data backups, and adhere to industry standards and regulations. Our employees undergo ongoing security awareness training, and we have a documented incident response plan.</p>	

48	Describe how you will secure any participating entities' data captured during transactions.	<p>FuelCloud employs robust measures to secure participating entities' transaction data, ensuring confidentiality, integrity, and availability of sensitive information. All transaction data is encrypted in real-time using AES-256 encryption at the point of fueling and transmitted via secure channels to our cloud servers. This data is stored within our secure cloud infrastructure, with data at rest encrypted using industry-standard protocols.</p> <p>We implement strict role-based access controls, allowing each participating entity granular control over user permissions. Detailed, tamper-evident audit trails are maintained for all data access, and our systems continuously monitor for unusual patterns, triggering alerts for potential security incidents.</p> <p>Data retention aligns with each entity's requirements and relevant regulations, with secure deletion methods employed when data is removed.</p>
49	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	<p>FuelCloud's solutions significantly improve the efficiency of fuel and fluid storage and dispensing through a combination of innovative field-level technology and powerful back-office tools. Our system enhances efficiency both in the field and in the office.</p> <p>In the field, our patented app-based system allows drivers to quickly and easily authorize fuel dispensing. The intuitive interface reduces time spent at the pump, increasing overall operational efficiency. The mobile app efficiently captures all necessary data before fuel is dispensed, ensuring accurate and complete transaction records without slowing down the fueling process.</p> <p>In the office, our system provides a live feed of fueling data directly to customer accounts, offering real-time visibility into fuel operations. This immediate access to data allows for quick decision-making and proactive management of fuel resources. Our robust reporting tools allow customers to export data into any required format, significantly reducing the time spent on administrative tasks and report generation. Reports can be automatically delivered via email or SFTP, further streamlining the process. The ability to manage PIN numbers and fleet lists in real-time through the web portal eliminates the need for physical cards and reduces administrative burden. As a web-connected system, our app, firmware, and web portal receive periodic automatic updates, ensuring the system is always running the latest version with minimal disruption to operations.</p> <p>Overall, these features lead to significant efficiency gains. Time is saved both in the field during fueling operations and in the office for administrative tasks. By addressing efficiency at both the point of fuel dispensing and in back-office operations, FuelCloud's solutions provide a comprehensive approach to optimizing fuel and fluid storage and dispensing operations.</p>
50	Describe how you work with participating entities to ensure all relevant environmental regulations and environmental best practices are followed.	<p>FuelCloud works diligently with participating entities to ensure adherence to relevant environmental regulations and best practices through a two-pronged approach: our product design and our certified network of installers and distributors.</p> <p>Our product design incorporates features crucial for environmental compliance. The system provides precise measurement and tracking of fuel dispensing, which is essential for environmental reporting. Our robust reporting tools assist in generating necessary environmental compliance reports, making it easier for entities to meet regulatory requirements.</p> <p>We maintain a certified network of installers and distributors who play a vital role in ensuring environmental compliance. Our certified installers are trained in environmental best practices and current regulations, ensuring that system installations meet all necessary environmental standards. Our distributors are familiar with local and regional environmental regulations, providing valuable guidance to participating entities. This network provides continuous support, keeping clients informed about changes in environmental regulations and helping them adapt their fuel management practices accordingly.</p> <p>FuelCloud takes a collaborative approach with participating entities. We work with them to understand their specific environmental compliance needs and tailor our solution accordingly. We provide training on how to use our system's features to maintain environmental compliance and follow best practices. Regular updates keep participating entities informed about enhancements to our system's environmental compliance capabilities. Our team, along with our certified network, offers guidance on environmental best practices in fuel management.</p> <p>We are committed to continuous improvement, encouraging feedback from participating entities and using this information to enhance our system's environmental compliance features.</p>

51	Describe your capabilities and processes for design, site assessment, site preparation, installation, and SPCC planning. (Spill, Prevention, Control, Containment)	<p>FuelCloud's capabilities for design, site assessment, site preparation, installation, and SPCC planning are primarily facilitated through our extensive network of certified installers and distributors. This approach ensures that our clients receive expert, localized service that adheres to all relevant standards and regulations.</p> <p>By leveraging our network of certified installers and distributors, FuelCloud ensures that all aspects of system implementation - from initial design through SPCC planning - are handled by experienced professionals who understand both our technology and the specific requirements of fuel management infrastructure. This approach allows us to provide comprehensive, tailored solutions while maintaining the highest standards of safety and regulatory compliance.</p>
52	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	FuelCloud is pleased to report that we have not experienced any regulatory infractions or sanctions against our products or completed projects within the past 5 years. This clean record is a testament to our unwavering commitment to compliance and safety, which are fundamental aspects of our business practices.

Table 5A: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
53	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
55		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
56		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
57		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
58		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
59		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
60		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
61		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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62	Describe your payment terms and accepted payment methods.	<p>FuelCloud offers flexible payment terms and methods to accommodate the diverse needs of our customers:</p> <p>1 - Hardware Sales Payment Terms: Net 30 days. Payment Methods: Check, Credit Card, or Bank ACH.</p> <p>2 - Software as a Service (SaaS) Payment Frequency Options: Monthly, Quarterly, or Annual. Payment Methods: Credit Card or Bank ACH. All SaaS payments are set up for automatic recurring billing through our secure website portal.</p> <p>Our payment structure is designed to offer convenience and align with common budgeting practices in both the private and public sectors. The automatic recurring payments for our SaaS offerings ensure uninterrupted service and simplify the payment process for our clients.</p> <p>We are committed to working with our customers to ensure that our payment terms and methods meet their needs. For any specific payment arrangements or questions, we encourage direct communication to find mutually beneficial solutions.</p>	*
63	Describe any leasing or financing options available for use by educational or governmental entities.	<p>FuelCloud does not directly offer leasing or financing options for our products or services.</p> <p>While we don't provide financing, we're open to discussing specific needs with entities to find suitable solutions within our business model. For entities requiring financing, we recommend exploring options through their preferred financial institutions or government-approved financing programs.</p>	*
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.	<p>FuelCloud's transaction process is designed to be straightforward and flexible to meet the needs of our diverse customer base. Our standard transaction documents and processes include:</p> <p>1 - Custom Quotations & Invoices: Rather than using a standard order form, our sales team works directly with each customer to prepare a customized quote and subsequent invoice. The quote and invoices typically includes hardware components required, pricing, subscription service fees, optional installation costs (if requested by the customer)</p> <p>2 - Installation Options: While distribution can include installation costs with quotes if requested, some of our customers prefer to schedule their own installations. We provide flexibility in this regard to accommodate various customer preferences and existing relationships with installers. Due to this, a sample installation quote is not included in the documents section.</p> <p>3 - Terms and Conditions: We have comprehensive Terms and Conditions that govern the use of our services. These are agreed upon by customers when they set up their account on our website. These terms cover various aspects of our service, including use of the platform, privacy, data protection, liability, and dispute resolution. A copy of our current Terms and Conditions has been uploaded for reference.</p> <p>4 - Subscription Agreement: Our subscription-based services are governed by the Terms and Conditions agreed to during account setup. Specific subscription details (such as billing frequency) are managed and viewed within a customer's FuelCloud account.</p> <p>We do not currently use standardized order forms or separate service level agreements. Our approach is to work closely with each customer to ensure their specific needs are met, while maintaining the flexibility to adapt to various procurement processes.</p> <p>For Sourcewell Participating Entities, we are prepared to work within the framework of an awarded agreement, adapting our quoting and fulfillment processes as needed to comply with Sourcewell's requirements while maintaining our commitment to customized, responsive service.</p> <p>Uploaded Document: "Standard Transaction Document Sample" Includes hardware quote, hardware invoice, subscription invoice, and terms and conditions noted here in that order.</p> <p>We are open to discussing any additional documentation or process adjustments that may be required to best serve Sourcewell Participating Entities under an awarded agreement.</p>	*

65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, FuelCloud accepts P-card payments for both hardware and SaaS offerings. For hardware purchases, P-card payments are accepted with a 3% convenience fee. For SaaS (Software as a Service) payments, P-card payments are also accepted, but without any additional fees. This structure allows Sourcwell participating entities to use P-cards for all FuelCloud purchases, with the convenience fee applying only to hardware transactions. Our goal is to provide flexibility in payment options while maintaining transparency about any associated costs.	*
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 Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>FuelCloud's pricing model for Sourcwell offers significant discounts across our product line, representing our most competitive pricing. Our pricing structure is based on line-item discounts from our Manufacturer's Suggested Retail Price (MSRP), with discounts varying by product.</p> <p>Key aspects of our pricing model include substantial discounts on our hardware components, with savings ranging up to 28% off MSRP. We have uploaded a comprehensive pricing document in the document section, which includes SKUs, descriptions, MSRP and Sourcwell pricing for our full product line.</p> <p>We offer a tiered volume discount for our CloudBox SaaS fees: \$95 per month for 1-3 units, \$85 for 4-7 units (10.5% discount), and \$75 for 8+ units (21% discount). Participating entities can expect one CloudBox SaaS fee per location they deploy FuelCloud at. Our White Glove services are available at standard rates, providing Sourcwell participants with premium setup and configuration support.</p> <p>Our most common hardware SKUs include the UL CloudBox (FCHCB0001UL), our primary system controlling 2 hose positions, priced at \$3,320.00 for Sourcwell participants, a 26.22% discount from the MSRP of \$4,500. The UL CloudLink (FCHCL0002UL), our extension hardware that adds 5 positions, is priced at \$1,975.00, a 28.18% discount from the MSRP of \$2,750.00.</p> <p>Customers can optionally purchase an onsite data-enabled tablet if they do not wish to use existing app-enabled devices. Our iPad Bundle (FCHTE009), which includes an iPad, iPad Case, and Extreme Weather Tablet Enclosure, is priced at \$1,510.00, a 16.57% discount from the MSRP of \$1,810.00. The Small-Business Pedestal (FCHPED002), which includes an iPad, iPad Case, Pedestal, Extreme Weather Tablet Enclosure, and iPad Direct Connection, is priced at \$2,560.00, a 15.65% discount from the MSRP of \$3,035.00. The purchase of a tablet adds \$27.50 to the monthly subscription per tablet.</p> <p>Our White Glove services, which include account configuration for the first site, are priced at \$375.00, while the White Glove Expansion service for additional sites is priced at \$99.00. These services are optional and no discount is applied.</p> <p>This pricing structure represents significant savings for Sourcwell participants while providing access to our cutting-edge fuel management solutions. We believe this offers exceptional value and demonstrates our commitment to serving Sourcwell and its participating entities.</p>	*
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.	<p>The pricing proposal in our response represents a significant discount from our MSRP, offering Sourcwell participating entities exceptional value. This pricing structure is equivalent to our distribution/reseller level pricing tiers, which is the most competitive pricing we have ever offered to a non-distributor entity.</p> <p>While there is no fixed across-the-board discount percentage, our pricing proposal offers substantial savings that vary by product. For certain products, the discount can be up to 28% off MSRP. Across our product range, the average discount from MSRP is 18%.</p> <p>It's important to note that this pricing structure is uniquely tailored for Sourcwell and its participating entities. By offering this distributor-level pricing to Sourcwell participants, we aim to establish a long-term, mutually beneficial relationship that delivers outstanding value to all public sector and educational entities.</p>	*

68	Describe any quantity or volume discounts or rebate programs that you offer.	<p>FuelCloud is committed to providing Sourcewell participating entities with the most competitive pricing possible. Our pricing structure includes volume discounts for our Software as a Service (SaaS) offerings, while our hardware pricing already reflects our most aggressive pricing strategy to date.</p> <p>Due to the aggressive nature of our hardware pricing, we are unable to offer additional volume discounts or rebates on hardware purchases.</p> <p>We offer a tiered volume discount structure for our CloudBox SaaS fees, designed to provide additional value for entities deploying multiple units. This tiered structure offers up to a 21% discount on SaaS fees for higher volume deployments, encouraging and rewarding larger-scale adoptions of our fuel management solutions.</p> <p>We believe this combination of aggressively priced hardware and volume-discounted SaaS fees offers Sourcewell participating entities the best possible value.</p>	*
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.	<p>FuelCloud proposes to facilitate "sourced" products or related services (also known as "open market" or "non-contracted items") at cost plus 20%. This markup covers administrative, carrying, and sourcing costs associated with procuring and providing these non-standard items.</p> <p>Upon receiving a request, FuelCloud will research and identify the most suitable and cost-effective option. We will then prepare a detailed quote clearly indicating the base cost, 20% markup, and final price. This quote will be provided to the participating entity for review and approval before procurement. For complex or high-value items, we may provide multiple options or quotes, always maintaining our cost plus 20% pricing structure.</p> <p>This approach ensures transparency in pricing for non-contracted items while allowing us to recover additional costs. It provides Sourcewell participating entities with a clear and consistent pricing model for items outside the standard contract, aligning with our commitment to transparency and value.</p>	*
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.	<p>FuelCloud strives to provide transparent pricing to Sourcewell participating entities, but some elements of the total cost of acquisition are not included in our submitted pricing. These additional costs may include shipping and handling, taxes, custom integration services, extended warranty or support plans, extensive training, site surveys, and electrical work.</p> <p>While FuelCloud doesn't directly provide installation services, these can be included if purchasing through one of our local authorized dealers. For direct purchases from FuelCloud, customers can self-install or hire third-party installers of their choosing or from our installer network.</p> <p>Shipping costs vary based on destination and order size and are typically handled by third-party carriers. Taxes are not included and will vary based on the customer's location and tax status. Optional custom integration work and extensive training may be quoted separately if requested.</p> <p>FuelCloud is committed to assisting Sourcewell participating entities in understanding all potential costs associated with implementing our fuel management solutions. We will provide clear communication about any additional costs not included in our base pricing to ensure full transparency in the acquisition process.</p>	*

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.	<p>Freight, delivery, and shipping are additional costs to Sourcewell participating entities when purchasing FuelCloud products. Our shipping program is designed to be straightforward and cost-effective. We typically ship via UPS ground service for most orders, with options for other methods for larger orders or expedited needs. Shipping costs are a separate line item on quotes and vary based on destination, weight, and order size. We pass through the actual shipping costs from our carriers without markup.</p> <p>We ship to all 50 U.S. states and throughout Canada, with additional charges possibly applying for locations outside the continental U.S. Standard delivery typically takes 3-5 business days within the continental U.S. Once an order is shipped, we provide tracking information to the customer. For large or special orders, we may use freight shipping and provide a custom quote for approval.</p> <p>Orders are typically processed and shipped within one business day of receipt, though custom or high-volume orders may require more time. We coordinate with customers for large shipments requiring special handling or delivery appointments. In the event of returns or exchanges, we provide instructions for return shipping, with costs typically being the customer's responsibility unless due to a product defect.</p> <p>FuelCloud is committed to ensuring timely and cost-effective delivery for Sourcewell participating entities.</p>	*
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>FuelCloud is committed to serving Sourcewell participating entities across all locations, including Alaska, Hawaii, Canada, and offshore destinations. For Alaska and Hawaii, we ship using UPS or USPS, with delivery times typically 5-10 business days and higher shipping costs due to distance. We serve all Canadian provinces and territories, using UPS or FedEx international services, with customers responsible for customs duties, taxes, or brokerage fees. Delivery times to Canada are usually 5-10 business days.</p> <p>For offshore deliveries, including U.S. territories and military bases, we work with specialized freight forwarders. Shipping costs and delivery times for these destinations vary significantly and are quoted on a case-by-case basis. We coordinate closely with customers to determine the most suitable shipping method and navigate any specific requirements.</p> <p>For all these locations, we provide detailed quotes for shipping costs before finalizing orders, offer tracking information, and support coordination with local customs or delivery agents if needed. For large or complex orders, we can provide consolidated shipping options to minimize costs.</p>	*
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>While our methods of hardware delivery may not be unique in the broader market, our system is tailored to optimize the deployment of our fuel management solutions which are unique to our industry:</p> <ul style="list-style-type: none"> 1 - Cloud-Based Software Delivery: Our software is delivered via cloud-based services, enabling immediate access and automatic updates. 2 - Mobile App Distribution: Our mobile application is available through standard app stores (iOS and Android). This familiar distribution method simplifies deployment across an organization's devices. 3 - Direct Sales with Customized Quoting: Our internal sales team works directly with customers to create customized quotes based on specific needs. 4 - Nationwide Distribution Network: We maintain partnerships with distributors across all 50 US states and throughout Canada. 5 - Flexible Installation Options: Customers can choose to handle installation themselves or work with our network of certified installers. <p>While these methods are tailored to our specific products and services, they are designed to provide Sourcewell participants with efficient, cost-effective, and flexible options for implementing our fuel management solutions.</p>	*

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.	<p>FuelCloud is committed to ensuring full compliance with our proposed Sourcewell agreement, including proper pricing for all participating entities. We plan to implement a comprehensive self-audit process that includes several key components.</p> <p>We will assign a dedicated team, including our VP of Sales/Owner and National Sales Manager, to oversee all Sourcewell-related transactions. This team will ensure that all quotes and orders adhere to the agreed-upon pricing structure. We will implement automated pricing controls with a specific tier for Sourcewell participants, requiring approval for any manual overrides ensuring consistent correct pricing.</p> <p>Regular internal audits will be conducted quarterly by our finance team, with reports reviewed by senior management. We will also implement a customer verification process, allowing participating entities to easily confirm they are receiving the correct pricing.</p> <p>Our staff will receive regular training on the Sourcewell agreement terms and pricing structure. We will maintain detailed records of all Sourcewell-related transactions and establish an open communication channel for any concerns or questions.</p> <p>By implementing these measures, FuelCloud aims to ensure strict compliance with our proposed Sourcewell agreement, maintaining the highest standards of integrity and transparency in all our dealings with Sourcewell and its participating entities.</p>	*
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.	<p>If awarded an agreement with Sourcewell, FuelCloud will implement a robust system to track internal metrics that measure the success of the agreement. Key metrics we plan to monitor include:</p> <p>1 - Sales Performance: Total revenue generated through the Sourcewell agreement, number of Sourcewell participating entities utilizing FuelCloud solutions, and growth rate of sales to Sourcewell participants year-over-year</p> <p>2 - Product Adoption: Number of CloudBox units sold to Sourcewell participants</p> <p>3 - Subscription Metrics: Monthly Recurring Revenue (MRR) from Sourcewell participants and churn rate specific to Sourcewell participants (aiming to maintain our overall low churn rate of below 2% monthly)</p> <p>4 - Customer Satisfaction: Customer support ticket resolution times for Sourcewell customers as well as feedback and ratings collected through customer surveys</p> <p>By tracking these metrics, we will be able to assess the effectiveness of the Sourcewell agreement, identify areas for improvement, and ensure that we are providing maximum value to Sourcewell and its participating entities. We are committed to regularly reviewing these metrics and using the insights gained to continually enhance our service and offerings to Sourcewell participants.</p>	*
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.	<p>FuelCloud proposes an Administration Fee of 2% of the total purchase price for all completed hardware transactions made by Sourcewell Participating Entities. This fee does not apply to our Software as a Service (SaaS) subscription fees or non-hardware services. The fee will be calculated based on the total invoice amount for each hardware transaction, excluding taxes, shipping costs, and any SaaS subscription fees or non-hardware services.</p> <p>The Administration Fee will be paid to Sourcewell quarterly, with payment remitted within 30 days of the end of each Reporting Period. FuelCloud will provide detailed reports of all hardware transactions subject to the fee, including sale date, Participating Entity name, products purchased, and total transaction amount. The fee will be incorporated into our hardware pricing structure, ensuring transparency for Sourcewell members.</p> <p>We believe this 2% Administration Fee structure fairly compensates Sourcewell while allowing us to maintain competitive pricing. By excluding SaaS fees, we ensure our ongoing software services remain accessible and cost-effective for Sourcewell members.</p>	*

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.	This is the most competitive pricing we have ever offered to a non-distributor entity.	*

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>FuelCloud's product is a comprehensive fuel management system that combines on-site hardware, cloud-based software, and a mobile app. While these three components may be configured in different ways based on a customer's particular need, these configurations don't change the core functioning and purpose of our solution: to monitor and manage bulk fuel supplies, and help organizations make the most of every drop of fuel they buy.</p> <p>FuelCloud's hardware connects fueling sites to FuelCloud's management platform. Our hardware is compact and easy to install - FuelCloud hardware doesn't require a separate dedicated circuit to operate, and most systems can be installed in no more than a few hours. FuelCloud has two core hardware components that customers choose from depending on how many fueling positions they have at a site:</p> <p>1 - The CloudBox is the primary piece of hardware that connects fuel sites to FuelCloud. The CloudBox can manage up to 2 hose positions. 2 - The CloudLink is an expansion box for the CloudBox, allowing 5 additional hose positions to be connected to the CloudBox at a single site. One CloudBox can support multiple CloudLinks, allowing for FuelCloud to be deployed on any number of hoses at a site.</p> <p>The FuelCloud mobile app can be installed on any iOS or Android phone or tablet and is used by drivers to activate the hardware on-site and access fuel. The app is free to download and use, and many customers have drivers use their own phones or existing company-issued devices with the FuelCloud app. FuelCloud also offers iPads inside of weatherproof enclosures for customers who want a dedicated on-site fueling authorization system. As an added service, FuelCloud manages and maintains those iPads through a dedicated FuelCloud MDM. iPads and enclosures can also be mounted on a pedestal for a more 'traditional' fuel management authorization experience.</p> <p>FuelCloud's cloud-based software is the centralized dashboard for customers to monitor and manage fuel. From the dashboard at FuelCloud.com, customers have access to:</p> <p>1 - Real-time transaction information to track organizational fuel use 2 - Granular driver and vehicle controls that let fuel managers control who can get fuel, what times they can get fuel, and how much fuel they can get 3 - Reporting tools that support automation of customized reports for any business need 4 - Free updates on a regular basis to the software platform and hardware, for the life of the product.</p> <p>FuelCloud's software also has an API that supports integrations with complementary software and fuel hardware. These integrations include fleet management software (Fleetio), tank monitor integrations (Smartank, Centeron, Morrison Bros, Otodata), marina management software (Molo, Dockmaster), compliance systems (JJ Keller), and other custom integrations written by individual customers.</p> <p>Outside of the system components, FuelCloud offers several supporting services:</p> <p>1 - White Glove Setups are an onboarding service that pairs our Customer Success team with a new customer to streamline account setup and activation. 2 - Free and paid training sessions for customers to learn more about their FuelCloud system or improve their fuel management practices 3 - Free 24/7/365 customers technical support to troubleshoot issues when they occur</p> <p>All hardware components are new and unused, and our software is continuously updated to provide the latest features and security enhancements.</p>	*

79	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Within the RFP category of "Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services," FuelCloud's products and services best fit into six key subcategories:</p> <p>1 - Fuel Management Software: We offer cloud-based fuel tracking and management solutions, along with mobile applications for fuel authorization and tracking.</p> <p>2 - Fuel Control Hardware: Our offerings include CloudBox fuel control units and CloudLink expansion modules, providing robust hardware solutions for fuel management.</p> <p>3 - Fuel Monitoring Systems: FuelCloud delivers real-time fuel level monitoring capabilities, coupled with comprehensive inventory management and reconciliation features.</p> <p>4 - Fuel Authorization and Security: We provide user authentication and access control systems, as well as PIN and mobile app-based authorization methods to ensure secure fuel access.</p> <p>5 - Fuel Data Analytics and Reporting: Our system offers custom report generation capabilities and powerful data visualization and analytics tools.</p> <p>6 - Integration Services: FuelCloud seamlessly integrates with tank monitors and fleet management systems, enhancing overall operational efficiency.</p> <p>These subcategories encompass the core components of FuelCloud's comprehensive fuel management ecosystem, designed to provide end-to-end solutions for aboveground fuel and fluid storage management.</p>
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Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
80	Aboveground Storage Tanks (AST's) for fuels, fluids, and gases, including gasoline, diesel, AVGAS, Jet fuel, Diesel Exhaust Fluid (DEF), bulk lubricants, propane, natural gas, and used fluids	<input type="radio"/> Yes <input checked="" type="radio"/> No	FuelCloud is a complimentary hardware and software solution delivering real-time control, visibility and reporting over the assets noted in this category.	*
81	Mobile fuel, fluid, and gas storage solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	FuelCloud is complimentary to these storage solutions as noted above, and given its simple and versatile hardware is able to be deployed on mobile storage solutions.	*
82	Hardware related to the aboveground storage tanks and mobile storage solutions described in 80 and 81 above, including pedestals, gauges, access or security hardware, monitoring equipment and devices, RFID solutions, dispensers, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	FuelCloud offers a range of hardware solutions compatible with aboveground storage tanks and mobile storage. This includes our CloudBox and CloudLink units for fuel control, pedestal kits for secure mounting, and accessories for monitoring and access control. Our system integrates with various gauges and monitoring devices. While we don't manufacture dispensers, our hardware is designed to work with a wide range of existing dispensing equipment, providing a comprehensive solution for fuel management and security.	*
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	FuelCloud offers a comprehensive fuel management system that integrates both hardware and software components. Our cloud-based software works in tandem with our proprietary hardware to provide a complete solution for aboveground storage tanks and mobile storage. This integrated approach ensures seamless fuel and fluid management, combining physical control and monitoring with advanced data analytics and reporting capabilities.	*
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	<p>FuelCloud provides comprehensive services in collaboration with our network of certified distributors and installers included in this bid. Our internal sales team offers remote site assessments and quotes. Local certified installers or distributors, who are listed as authorized affiliates, can provide on-site services including preparation, installation, monitoring, testing, and maintenance.</p> <p>FuelCloud offers direct technical support and a 1-year manufacturer's warranty on all hardware. This integrated approach ensures full service support complementary to our equipment and products.</p>	*

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

Line Item 85. NOTICE: To identify any exception, or to request any modification, to Sourcewell 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 Sourcewell 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 Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - SourceWell Pricing.xlsx - Thursday August 15, 2024 15:41:35
 - [Financial Strength and Stability](#) - FuelCloud Financial Stability.zip - Tuesday August 13, 2024 17:10:12
 - [Marketing Plan/Samples](#) - Sourcewell Sample Flier.pdf - Thursday August 15, 2024 15:25:39
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.pdf - Thursday August 15, 2024 15:54:24
 - 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. - James Wisniewski, National Sales Manager, FuelCloud OPCO, LLC

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

AMENDMENT #1
TO
CONTRACT # 081524-FUD

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **FuelCloud OPCP, LLC** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services to Sourcewell and its Participating Entities, effective November 19, 2024, through November 18, 2028 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

Article 22. Insurance Coverage a) Commercial General Liability Insurance is amended to delete the Per Occurrence and Personal & Advertising Injury requirements, and replace them as noted below. All other limits identified in this article remain unchanged:

- \$1,000,000 per occurrence
- \$1,000,000 personal & advertising injury

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

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 1/16/2025 | 4:13 PM CST

FuelCloud OPCP, LLC

DocuSigned by:
By: Kevin Bretthauer
9DBB84B9189E498...
Kevin Bretthauer, VP of Sales

Date: 1/16/2025 | 1:56 PM PST