



MASTER AGREEMENT #RFP 010925
CATEGORY: Tree Maintenance Equipment, Attachments & Accessories
SUPPLIER: Truckcorp, 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 Truckcorp, LLC, 3026 Saratoga Ave. SW, Canton, OH 44706 (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 February 24, 2029, 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 #010925 to Participating Entities. In Scope solutions include:
 - a) Tree cutting, trimming and removal equipment;
 - b) Automated, remote, or robotic tree maintenance equipment;
 - c) Stump cutters and grinders;
 - d) Brush and limb chippers;
 - e) Portable tree and brush incineration equipment;
 - f) Vehicle and equipment attachments designed primarily for the use of tree and vegetation management, including but not limited to grapples, chainsaw bars, tree jacks, drum mowers, and grinders
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

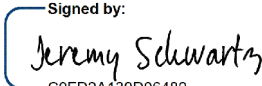
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating 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.

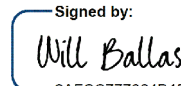
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the 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

Truckcorp, LLC

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 2/18/2025 | 7:07 PM CST

Signed by:

 2AFCC777064B455...
 By: _____
 Will Ballas
 Title: Vice President
 Date: 2/18/2025 | 2:37 PM CST

RFP 010925 - Tree Maintenance Equipment, Attachments, and Accessories

Vendor Details

Company Name: Truckcorp, LLC
Address: 3026 SARATOGA AVE. SW
Canton, Ohio 44706
Contact: Will Ballas
Email: govtsales@truckcorpplc.com
Phone: 844-294-5862
HST#: 852847130

Submission Details

Created On: Tuesday January 07, 2025 15:09:55
Submitted On: Thursday January 09, 2025 00:46:09
Submitted By: Will Ballas
Email: govtsales@truckcorpplc.com
Transaction #: 0a8b8027-eb5d-48d0-9c68-6c4e784ecb55
Submitter's IP Address: 47.207.67.93

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.	Truckcorp, LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Truckcorp, LLC is the only entity supplying products on this proposal. We are also providing products from our vendor/partners First Fleet, Skylift, Brown Equipment Company (Tarco & Energreen) and their subsidiary BEC HydroSpade. These vendors/partners are not subsidiaries of Truckcorp, LLC, we are an authorized dealer for their products.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Truckcorp, LLC's Cage Code is 9HQ67 and Unique Entity Identifier (SAM) is P5JSPNNVJ4W4.
5	Provide your NAICS code applicable to Solutions proposed.	33312
6	Proposer Physical Address:	TruckCorp LLC. 3026 SARATOGA AVE. SW CANTON, OH 44706
7	Proposer website address (or addresses):	https://www.truckcorpplc.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):	Truck Corp LLC.'s Authorized Representative: Name: Will Ballas Title: Vice President Address: Truck Corp LLC. 3026 SARATOGA AVE. SW CANTON, OH 44706 E-mail address: wballas@truckcorpplc.com Phone: 844-294-5862
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Truck Corp LLC.'s Authorized Representative: Name: Will Ballas Title: Vice President Address: Truck Corp LLC. 3026 SARATOGA AVE. SW CANTON, OH 44706 E-mail address: wballas@truckcorpplc.com Phone: 844-294-5862

10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Truck Corp LLC's Authorized Representative: Name: Nick Ballas Title: President Address: Truck Corp LLC. 3026 SARATOGA AVE. SW CANTON, OH 44706 E-mail address: nballas@truckcorp LLC.com Phone: 844-294-5862
----	--	--

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

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>Truck Corp LLC's Brief History:</p> <p>Founded in 1971 by Emil J. Hank the original American Road Machinery, Inc. was rooted as an outgrowth of Good Roads Machinery Corporation, tracing its origins to 1878. The company produced snow plows, truck spreaders, truck vacuums, leaf and mulch machines as well as other road construction and maintenance equipment in Minerva, Ohio, through at least the late 1960s. Through research and development, American Road Machinery, Inc. made significant advances in new designs for public works equipment in such areas as snow plow design, hydraulic power reversing plows, snow plow truck hitches, salt spreaders, central hydraulic systems and the first to offer a three stage leaf mulching machine.</p> <p>Upon Emil's retirement, control of the company passed to his children who enjoyed continued success in the municipal equipment arena. As the owners' aged and new direction was needed Nick Ballas was hired in 2006 to assist in running the business and purchased the company in December 2010. In late 2011 the company decided to enter the oil and gas industry to take advantage of its location in the heart of the Utica and Marcellus shale drilling activity. A complete in house design of vacuum tanker and winch trucks was undertaken with the first vacuum truck being built in early 2012. Heavy dump truck builds were also added and a new direction was set. With the manufacturing of vacuum tankers, winch trucks and dumps, the company took a major growth step into the truck up fit market.</p> <p>As the company grew, additional human and financial capital was needed to continue the pace and on January 1, 2014 The American Road Machinery Company was purchased by A.R.M OPCO, Inc. a holding company comprised of various investors.</p> <p>This group immediately laid out the vision of the company using the solid base in the heavy truck markets, snow and ice control and oil field truck equipment segments, from which to grow into a major national competitor.</p> <p>The company moved from its original Minerva site in late 2014, relocating its headquarters and manufacturing operations to 3026 Saratoga Ave. Canton, Ohio more than quadrupling its size to accommodate the company's growth and increasing the ability to attract key talent from across the region.</p> <p>In November 2020, TruckCorp, LLC, purchased The American Road Machinery Company in an asset transaction from ARM OPCO, Inc. The American Road Machinery name will be retired, and the company will continue to do business as ARM – A TruckCorp LLC Company. TruckCorp LLC is a holding company comprised of shareholders made up of SBR Sales Canada Inc., NBWB Investments LLC and Jeffrey Scanelli- individual investor.</p> <p>With the completion of the sale a renewed direction and energy is now in place. Never forgetting its roots, the company has developed a solid reputation as an innovator based on customer requirements. Its strength lies in understanding what problems a customer has and developing a solution for them in a timely manner and at a fair price.</p> <p>Our state-of-the-art manufacturing and up fit facility covers 100,000 sq. ft. on 10 acres of land. With the latest in CNC burning and for and forming capabilities, assembly bays, finishing and painting systems all coupled with 3D computer aided design ARM can design and build the very best in heavy equipment.</p> <p>The company focus is on the manufacture and upfitting of heavy dump trucks,</p>

municipal snow and ice control trucks and vacuum leaf and debris collectors. Units are sold via a nationwide dealer network and direct to end user customers.

Truck Corp LLC's Core Values:

- 1) Purposeful Innovation - Provide technologically advance products & services that delivery outstanding performance and value.
- 2) Integrity - We shall act in a real, honest, ethical manner, and we will do what we say we are going to do.
- 3) Customer Solutions - We will stay focused on our customers and users and provide products and services that meet or exceed their expectations and support the customer with after-sales programs tailored to them.
- 4) Quality Focus - Manufacture the industry's most durable and reliable trucks & equipment to the highest quality standards by company trained and empowered employees.
- 5) Pride and Commitment - Our team members shall be empowered to contribute and improve the company, their teams, and themselves. This flows into the product maintaining a passion for unrivaled performance of products forged from the hard working men and women we employ inspiring a premium customer experience.

Truck Corp LLC's Business Philosophy:

Truck Corp LLC's Mission Statement, "We Know Tough Jobs Require Tough Equipment" - "Truck Corp LLC is a leading OEM of truck chassis with mounted bodies, offering turnkey solutions to all our customers with a focus on the Dump Truck & Snow/Ice industries in North America and Canada. Our products are of the highest quality, most durable, reliable trucks on the market that provide our owners with years of dependable and efficient service and therefore the best return on investment.

Truck Corp LLC's Vision - "Truck Corp is the trusted innovative leader of truck chassis transportation products & integrations globally."

"Truck Corp LLC" Beliefs -

- Respect for all
- Open communication
- Mistakes are dealt with honestly and fairly
- Sense of ownership
- Sense of empowerment
- Strong teamwork
- Continuous improvement and learning
- Opportunities for growth and enhancement

"Truck Corps LLC's Longevity with Tree Maintenance Equipment with Related Equipment, Accessories, and Services in the Industry:

TruckCorp LLC has been serving the industry dating back to 1878 and is still providing the same service but with more products and a further reach..

Todays equipment can be complex. We take the necessary steps to ensure a complete build-up will have years of fault free service. This is something that TruckCorp great pride in when manufacturing or reselling our equipment/products. Simple things like adding too many lights to a piece of equipment will create too high of an amp draw and can cause issues. TruckCorp understands this and employs engineers and technicians who have 20 years of shop experience as well as a hand picked specialized group of subject matter experts on our team.

The hands on experience of our legacy along with our OEM relationships with all our manufacturers results in a quality product that is the right fit for the mission it is intended.

TruckCorp, our vendor/partners and our government SME partner Aria CSS have been involved as a consultants on large programs with the US Government for various types of maintenance equipment products. We have not only designed and built our Mulch Mule but also consult on a regular basis with companies highly specialized within the specific group of products for this RFP like BEC, TARC, Energreen & Skylift.

All of our senior employees and principle owners as well as our vendors/partners senior employees and principle partners have over 20 years experience in the overall truck and trailer industry."

<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of an award we would market the Sourcwell Program on our website both internally and externally. We will take every opportunity to advertise our contract with Sourcwell through: trade shows, conventions, our vendors, dealer events and training events, social media, etc.</p> <p>Our dedicated team will hold Webinars and provide valuable marketing and training materials to our staff, our vendors and our dealers.</p> <p>TruckCorp holds high expectations to result from what will then become a collaborative relationship between Sourcwell and TruckCorp. If awarded, TruckCorp anticipates the immense opportunity that will accompany our selection as a trusted vendor by one of the most highly esteemed Public Procurement Cooperative Purchasing Units in the market: Sourcwell. TruckCorp along with our Vendor/Partner's hope to collaborate with the current list of 75,000 plus sourcwell members and help non-members to be educated on Sourcwell along with the procurement process.</p> <p>Through the TruckCorp-Sourcwell contract, if awarded, TruckCorp will provide quick, simple, and valuable solutions to our customers and to Sourcwell participating entities through use of the Sourcwell contract in making our solutions available. TruckCorp is eager to market our products to current Sourcwell participating entities through valuable resources such as GovWin IQ and Aria CSS (See attachment TruckCorp, LLC_Marketing_&_Strategic_Sales – Aria CSS & GovWin IQ)</p> <p>TruckCorp is further inspired to encourage our Sourcwell eligible customers, that are not currently Sourcwell participating entities, to pursue becoming a Sourcwell participating entity and unlock the infinite value that Sourcwell makes available to its participating entities. The value of becoming a Sourcwell participating entity is so vastly immeasurable due to the extensive depth and breadth of Sourcwell's knowledge of the current market in all facets and aspects. Knowledge of market deficits and needs that are unique to different economic markets, which pricing structures and financing options are conducive to the needs of individual market sectors, the communal philosophy and supportive intent that sparked the creation of Sourcwell's Collaborative Purchasing Program, and Sourcwell's willingness to educate others by making its extensive resources available to participating entities.</p>
<p>13</p>	<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>Throughout TruckCorps years in operation, our focus financially has held steadfast on maximizing the value of our internal resources. While maintaining the same ownership and keeping the majority of our staff members with an almost negligible turn-over rate, TruckCorp has continuously financed our growth internally and with our sister company Group Fabcor of Canada that encompasses (Brandon Manufacturing Montreal, Quebec, ARM- A TruckCorp LLC Company, Canton, OH, and Fabkor Industries, Canada) we have access to a magnitude of resources.</p> <p>With TruckCorp revenues exceeding 15M in 2023 we exercise conservative, responsible financial practices, including the re-investment of equity, that have allowed for our steady growth and simultaneous development of strong financial relationships with our financial partners, our vendors and our customers.</p> <p>TruckCorp's strong financial relationships are characterized by \$12M in lines of credit with highly rated national banking and financial institutions, PACAR, Hissong Kenworth, BMO, Bank of Montreal.</p> <p>Over the past 10 years, TruckCorp has produced an average growth in Revenue of 5+% while also maintaining positive long-term growth in our Net Income.</p> <p>TruckCorp's financial statements are independently reviewed to be in conformance with standard accounting practices. TruckCorp successfully maintains strong financial ratios in all key measurements of financial strength and solvency. TruckCorp values our relationships with our supplier partners in which we have negotiated terms consisting of (Net 30/60) depending on the OEM and type of equipment purchased and we are consistently rated above 90% by major credit rating agencies.</p> <p>The results of TruckCorp's focus and dedication to growing from within are evident by our strong credit scores, long standing positive relationships with our financial partners, and supported by third-party evaluations of our financial stability.</p> <p>We have credit lines with each of our vendor partners listed in this proposal with 30/60/90 day terms depending on the type of equipment purchased. We also have a floor plan with PACAR.</p> <p>See the attachment on the "Downloads" page for this submission, under item (1) Financial Strength and Stability, titled "Financial Strength," for a comprehensive understanding of TruckCorp's strong financial position.</p>

14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Truckcorp's United States market share overall for the solutions that we are proposing is for: Tree Maintenance Equipment with Related Equipment & Accessories is approximately 3% when calculated as an average spread across all of our products and partners products in each of the fifty United States. Examples of our market share in a few of these states include a 5% market share in the state of Ohio, 5% in the boarding states surrounding Ohio, 2% in New York & New Jersey. We have a modest average of 7% market share in states east of the Mississippi & 5% west of the Mississippi. However, we have recently added dealers in Idaho, Texas, Nevada & Utah to further our product sales & reach.</p> <p>If we were to segment out our government market share these percentages would significantly increase due to our reputation, contracts and government sales team. The initial figures are modest because we have and are still experiencing rapid growth in the last year to 1.5 years due to our some newly establishment partnerships & mergers. We have also extended our sales force with the implementation of a new ERP system allowing more sales staff to operate remotely allowing Truckcorp to hire and manage sales staff outside of the office. In addition to our manufacturing capabilities and product lines, our VP of Sales have leveraged past, current & new relationships with other OEM's which allow us to react faster & service more customers nationwide.</p> <p>Each of our offered vendors that manufacturer and sell nationally are slightly above average in their respective categories of products offered. Skylift - 10% market share nationally on arborists, bucket lifts & material handling equipment. FirstFleet - 5% market share on Grapple Trucks. HydroSpade - 10% market share on hydro excavating trucks & equipment. BEC (Tacro/Energreen) - Average of 10% marketshare for equipment offered.</p>
15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>Truckcorp combined with their sister company Brandon Manufacturing's market share in Canada is 20%.</p> <p>All of our Canadian transactions go through our Canadian sister company Group Fabcor & Brandon Manufacturing with sales & manufacturing capabilities located in Canada we are able to sell and service all our products throughout Canada. We have dealers and sales staff throughout Canada. We consistently pursue the Canadian government and reply to RFP's/RFQ's and solicitations posted for all governmental agencies in Canada. Truckcorp is subscribed to a U.S. & Canada government bid sites that list bid postings for review and response. This same site also provides us access to the buying agencies names and contact information for those U.S. & Canada entities that are also subscribers to these platforms. Truckcorp will use this list of buying agencies to leverage our market share in the U.S. and in Canada through marketing campaigns and sales calls, if a Sourcewell Contract is awarded.</p> <p>As part of our growth plan a Sourcewell award would allow us to be more aggressive in the Canadian market and provide our sales team an excellent tool when discussing potential opportunities with past, current or future Canadian Governmental Agency prospects making their buying experience easier while saving procurement costs in the long run. Additionally, our VP of Sales is in discussions/negotiations with other Dealers to expand our sales, service and warranty network and we are actively seeking Sales Representatives to more efficiently target areas we have identified as areas of importance for our types of products as well as our suppliers/partners. We are looking to also become a part of Canoe if awarded a Sourcewell Contract.</p> <p>Our current Canadian Market includes manufacturing locations and sales staff in Quebec and Ontario. Currently we have dealers in the following areas: - British Columbia - 2 - Alberta - 1 - Ontario - 7 - Quebec - 13 - Newfoundland - 1</p> <p>(See TruckCorp_Participating_Dealers_&_Vendors_List for a complete list of dealers & vendors)</p>
16	<p>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>	<p>No, Truck Corp LLC has never petitioned for bankruptcy protection.</p>

<p>17</p>	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</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>	<ul style="list-style-type: none"> • TruckCorp is best described as a B) manufacturer although we now have a large distributor/dealer/reseller portfolio we could certainly fit under both categories. <p>This makes up nearly 15 Million in annual sales with an estimate of 18M in 2024.</p> <ul style="list-style-type: none"> • TruckCorp has three (3) total major manufacturing locations one (1) in Canton, OH and Two (2) in Canada. • TruckCorp has three (3) company owned company owned services facilities and 50 plus of additional authorized service/warranty centers throughout the U.S. via • • TruckCorp provides mobile service in Ohio and surrounding States. • TruckCorp has twelve (38) US dealers • TruckCorp has twenty four (24) Canadian dealers • TruckCorp has six (6) vendor partnering OEM's who have 25 + participating dealers. <p>Our sales for including our dealers sales force is 50 + sales persons across the U.S. & Canada. Dealer sales personnel are required to stay up to date on the latest product updates, industry technologies, emissions, etc through in-person & on-line training throughout each calendar year.</p> <p>In addition to the dealer network sales force, TruckCorp, Brandon Manufacturing & Fabkor also employ a factory- sales-management staff of approximately 30; 8 of which are focused on Vocational Dump Trucks, including government/municipal accounts. We also employ and work with Aria CSS (specializes in government contracting) who are dedicated to government contracts and the Sourcewell contract. Our factory sales managers are required to complete truck product, and all other industry related training throughout the year. All factory sales managers are licensed to sell in the States they are assigned.</p> <p>Our dealer AND factory sales forces work collaboratively with fleets to ensure the customer experience is optimized in regards to truck specifications, performance, etc.</p> <p>Truck Corp is a dealer and reseller of products outside of our manufacturing portfolio.</p> <ul style="list-style-type: none"> • We have current agreements & relationships with the following OEM's that include but are not limited to: <p>Skylift - Arborists, Bucket lifts & material handling equipment Brandon Manufacturing - Grapple truck bodies & truck mounted dump bodies. FirstFleet - Grapple Trucks & Rolloff Trucks. BEC-HydroSpade - Hydro Excavating Trucks & Equipment\ BEC (Energreen & Tarco)</p> <p>Truckcorp along with our dealers offer on-site comprehensive fluid analysis, DOT inspections and RapidCheck Express Service (provide diagnostics and an estimate of repairs in two hours or less). Dealers offer drop off service as well as pick-up and delivery.</p> <p>TruckCorp, our vendor partners & Dealers also provide Mobile Service truck for repairs at your locations. 24/7 roadside assistance as well as a 24/7 repair hotlines that can be found on our website & our partners websites.</p> <p>Factory service support management teams within TruckCorp and our vendor partners are available across the U.S. & Canada that work collaboratively with our dealers service managers and technicians to take care of our customers & their trucks, from in-depth troubleshooting to warranty & policy support.</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>Truck Corp holds the following licenses and certifications including those that we are required to hold, and those that we hold in addition to what is required:</p> <p>Our Manufacturing facilities practice ISO 9001:2008</p> <p>We have an Environmental Management System (EMS) to improve its environmental programs and to reduce the environmental impacts of its operations and activities.</p> <p>TruckCorp & our partners conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS) and the Canadian CTEA Standards.</p> <p>Our products are are equipped with emission control equipment to comply with all applicable US Environmental Protection Agency (EPA) regulations governing control of air pollution from new motor vehicles and new motor vehicle engines, which are in effect on the date of manufacture. In addition, all vehicles conform to the State of California Vehicle Code air quality standards (CARB) for new motor vehicles and new motor vehicle engines in effect on the date of vehicle manufacture.</p> <p>The exterior sound level of our vehicles conforms to the noise legislation of the US Department of Transportation and the EPA.</p> <p>The interior sound level of our vehicles, when measured in accordance with the test procedure of SAE J336 do not exceed the decibels per hour dictated in the test procedure.</p> <p>Our brake systems meet all NHSTA FMVSS regulations.</p> <p>Our equipment is equipped with a lighting system that conforms to the requirements of FMVSS 108.</p> <p>Our standard seat belt assembly (shoulder and lap), restraint system hardware, mounting, and performance conform to FMVSS Nos. 208, 209, 210. All instruments, indicators, and panel controls are located, identified and illuminated to conform to 49 CFR, Part 571, FMVSS No. 101.</p> <p>Our dealers are authorized/certified/licensed to sell our equipment in the States & Provinces in which they do business.</p> <p>See the attachment on the "Downloads" page for this submission, under item (3) Related Certificates for a comprehensive understanding of the licenses and certifications that are currently held by Truckcorp.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>No "Suspension or Debarment" information has applied to our organization, Truck Corp LLC, during the past ten years.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Defense Daily News: Truckcorp LLC, Canton, Ohio (SPE8EC-24-D-0033, \$248,000,000), has been added as an awardee to the multiple award contract for trucks and trailers, issued against solicitation SPE8EC-21-R-0007 and awarded March 18, 2022.</p> <p>Defense Daily News: Truckcorp LLC, Canton, Ohio (SPE8EC-24-D-0029, \$139,000,000), has been added as an awardee to the multiple award contract for snow removal equipment, issued against solicitation SPE8EC-21-R-0008 and awarded Jan. 20, 2023.</p> <p>Our very own VP, Will Ballas, serves nationally for the work truck industry on the Generation Next Board of Governors for the National Truck Equipment Association. He states, "WTW21 is a shining example of how the work truck industry can rise above and continue forward."</p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>75% of Truck Corp LLC's sales are to the governmental sector in the past three years.</p> <p>Truck Corp LLC's sales percentages are:</p> <ul style="list-style-type: none"> - 70% - State, Local, Municipalities, & Education Sectors - 5% - Federal Government (Includes FMS (Foreign Military Sales) - 30% - Commercial 	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>5% of Truck Corp LLC's government sales are to education sector however with the additional of a Sourcwell contract we are hoping to increase that number.</p>	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>- DLA Contract - SPE8EC-24-D-0033, Value \$248,000,000 multiple award contract for trucks and trailers, issued against solicitation SPE8EC-21-R-0007 and awarded March 18, 2022.</p> <p>- DLA Contract - SPE8EC-24-D-0029, \$139,000,000, has been added as an awardee to the multiple award contract for snow removal equipment, issued against solicitation SPE8EC-21-R-0008 and awarded Jan. 20, 2023.</p> <p>- Aria CSS (TruckCorp Partner) - TIPS Cooperative Purchasing Contract 221001 - Heavy Duty Equipment, TruckCorp is an authorized Reseller on Aria CSS's contract.</p> <p>- Aria CSS (TruckCorp Partner) - TIPS Cooperative Purchasing Contract 230802 - Heavy & Medium Duty Trucks & Trailers, TruckCorp is an authorized Reseller on Aria CSS's contract.</p> <p>-Aria CSS (TruckCorp Partner) - Statewide Contract for the State of Missouri, Contract #60524CO0377 Dump Truck & Service Body Trucks</p>
24	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?	Truck Corp does not currently hold a GSA Contract but we are in the process of preparing a submission to GSA for our products & our vendor/partner products we sell.

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Town of East Hampton	Steve Lynch	516-903-4592
Town of South Hampton	Mark Braeger	631-728-3600
Town of Riverhead	Mike Zaleski	631-727-5670

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 *
-----------	----------	------------

<p>26</p>	<p>Sales force.</p>	<p>Our sales staff including our dealers sales force is 250+ sales persons across the U.S. & Canada.</p> <p>In addition to the dealer network sales force, TruckCorp, Brandon Manufacturing & Fabkor also employ a factory- sales-management staff of approximately 30; 8 of which are focused on Vocational Trucks, including government/municipal accounts. We also employ and work with Aria CSS (specializes in government contracting) who are dedicated to government contracts and the Sourcewell contract. Our factory sales managers are required to complete product, and all other industry related training throughout the year. All factory sales managers are licensed to sell in the States they are assigned.</p> <p>Our sales staff includes:</p> <ul style="list-style-type: none"> - Seven (7) located at our facilities in OH. Three (3) are inside sales while the other Four (4) cover territories throughout the US. - Four (4) located in FL (Two (2) dedicated to government sales nationwide) - Two (2) located in NV & UT. - Three (3) Outside Sales Representatives covering territories in Canada. - Three (3) located in NY <p>For reference our locations, dealers and vendors/partners consist of:</p> <ul style="list-style-type: none"> • TruckCorp has three (3) total major manufacturing locations one (1) in Canton, OH and Two (2) in Canada. • TruckCorp has three (3) company owned company owned services facilities and 50 plus of additional authorized service/warranty centers throughout the U.S. via • • TruckCorp provides mobile service in Ohio and surrounding States. • TruckCorp has twelve (38) US dealers • TruckCorp has twenty four (24) Canadian dealers • TruckCorp has nince (9) vendor partnering OEM's who have 90+ participating dealers. <p>All Sales personnel mentioned above collaborate with one anothers Dealer Networks and Sales teams which consists of 250 plus individuals throughout the US & Canada, including Sales VPs, Directors, Managers, Sales Personnel, and Sales Administrators.</p> <p>TruckCorp along with our vendor/partners share in the responsibility of Dealer Sales Councils comprised of Sales Managers and Representatives from all over the US & Canada. The Councils are: National-Accounts Sales Council, Vocational/Government Sales Council, and Medium-Duty Sales Council.</p>
-----------	---------------------	--

<p>27</p>	<p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p>	<p>TruckCorp's & our Sister Company Brandon Manufacturing's dealer network is independently owned & operated. Our dealer network consists of 63 locations across the US & Canada with plans to be at 85 by the end of CY2025. In addition to the dealer network, TruckCorp is supported by 9 vendor/partners strategically located across the US for distribution, parts support and service support.</p> <p>Collectively TruckCorp and our vendor partners have 113 dealers in the U.S. and Canada</p> <p>TruckCorp, our dealers and our vendor/partners maintain strong relationships with several other Body-Manufacturers and service/repair facilities across the U.S. & Canada. Most of these facilities stock vehicles, parts and provide service in areas where we do not have boots on the ground.</p> <p>We have manufacturing facilities in OH & Canada to stock, ship, store, service & repair equipment as needed.</p> <p>United States - Our dealer network consists of thirty (38) total dealers in the United States located in the states of, OH, IN, KY, NY, NJ, MI, IL, UT, NV, TX, FL, PA, WI, WV, MD. Each dealer has full sales, service & warranty capabilities.</p> <p>Canada - Our dealer network consists of twenty (25) total dealers in Canada located in the provinces of - British Columbia, Alberta, Ontario, Quebec and Newfoundland.</p> <p>Our representative vendor/partners have unilateral agreements with TruckCorp in which the companies can leverage or utilize one another's resources as well as dealers for the sale, resale, service, warranty, repair or store inventory at the locations.</p> <p>Our partners dealer networks are as follows:</p> <p>Skylift - Fourteen (14) Dealers/Distributors Brandon Manufacturing - Sixty Three (63) Dealers FirstFleet - One (1) Location, FL BEC-Hydrospace - Six (6) Locations BEC (Energreen & Tarco) - 35 + Dealers</p> <p>(See attachment <u>TruckCorp_Participating_Dealers_&_Vendors_List</u>)</p>
<p>28</p>	<p>Service force.</p>	<p>Truckcorp along with Group Fabkor has three (3) company owned services facilities in the U.S. & Canada and hundreds of additional authorized service/warranty centers throughout the U.S. and Canada via our nationwide service/warranty network. Our company owned service facilities include:</p> <ul style="list-style-type: none"> - One (1) Located in OH - Two (2) Located in Quebec, Canada - Truckcorp also has Sixty Three 63 dealers that are Authorized to service all our products sold. <p>In addition, all our OEM/Supplier partners have dealer representation nationwide. It is because of these relationships that our products as well as our OEM products can be serviced at nearly any of these locations.</p> <p>Skylift - Fourteen (14) Dealers/Distributors Brandon Manufacturing - Sixty Three (63) Dealers FirstFleet - One (1) Location, FL BEC - Six (6) Locations BEC (Energreen & Tarco) - 35 + Dealers</p> <p>Truckcorp is also a dealer/distributor of Kenworth and Peterbilt. Due to the strong nature of our relationship, we have at our disposal their dealerships and service centers nationwide which also perform work on all types equipment, trucks & trailers.</p> <p>If one of our products are to be brought to any one of our OEM's dealerships/service centers. The customer will contact Truckcorp first and we will arrange for the customer to bring the vehicle in with a pre-negotiated rate and scope of work to be performed.</p> <p>Finally, Truckcorp keeps an ongoing list of warranty/repair/service centers in each location our products are sold that are authorized to do work on our equipment. These service centers are vetted and authorized by our company. We are currently working on a warranty/repair/service center landing page on our website which will enable the customer or anyone to do a quick search of "near me" and pull up a location to bring the equipment.</p>

<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<ul style="list-style-type: none"> • Truckcorp Proposed Order Process: <ol style="list-style-type: none"> 1. Truckcorp recognizes the direct impact that effective management of sales inquiries has on the number of resulting purchase orders. All sales inquiries made to Truckcorp are welcomed by a friendly, customer focused, highly trained representative, with extensive product knowledge and outstanding customer service skills. 2. All Sourcewell specific sales inquiries made to Truckcorp will immediately be handled by Truckcorp's Sourcewell Representative and vetted. 3. Sourcewell specific sales inquiries made to dealers within Truckcorp's dealer network will quickly be routed through territory managers, directly to Truckcorp's Sourcewell Representative. 4. Truckcorp's designated Sourcewell Representative will listen to the customers questions and comments with the intent of fully understanding the customer's needs. The Representative will also quickly identify whether the customer is a Sourcewell or Sourcewell-eligible Member. The Representative will provide the customer with accurate, complete information in response to the customers questions and comments and assist the customer in defining specific product options and various configurations that will comprehensively satisfy the customer's needs. 5. For customers that are identified Sourcewell Members, the Representative will then provide the customer with an appropriate quote, factoring in the customers product specifications and options, that is based on the most current Sourcewell contract price list. 6. Inquiring customers that are identified non-Sourcewell Members will be made aware of the benefits in becoming a Sourcewell Member and in using the Sourcewell Contract. The Representative will outline how the customer can become a Sourcewell Member, concisely explain using the Sourcewell contract, and educate the customer of proper procedures to follow when placing a Sourcewell order. 7. Upon receipt of a signed contract or valid purchase order, the Representative will review and compare the contract or purchase order with the original quote. If there are discrepancies between the contract or purchase order received and the original quote, the Representative will contact the customer. 8. The contract or purchase order becomes subject to Truckcorp's quality control protocols upon confirmation that all terms and conditions in the contract or purchase order and in the original quote match. The contract or purchase order will be processed in compliance with Truckcorp's procedure for processing orders, following the precise sequence of steps as enumerated in our procedure. 9. Truckcorp's then processes the order and encodes it with the appropriate unique identifier assigned to the type of classification of the respective contract. Truckcorp organizes all contracts by type classification and differentiates between type classifications using the unique identifier that Truckcorp has assigned to each type of classification. Truckcorp contract type classifications include Commercial Contracts; State and Local Government Contracts; Sourcewell Contracts; etc. 10. The Sales Administrator creates a file for the individual contract and folder in the contract file where all documents pertaining to the individual contract will be stored. 11. The Sales Administrator uses Truckcorp's ERP system and Contract Document Checklist to verify whether all necessary contract documents are on file. 12. The contract file is monitored by the Sales Administrator until all necessary contract documents are on file and verified through completion of the Contract Document Checklist. 13. The newly opened order is tracked in the ERP system and populates the data including budgets, due dates, customer information and will run quarterly reports for review to pay the Sourcewell Administration Fee on each order to be paid per quarter and reported.
-----------	--	--

30	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>Truckcorp provides a wide variety of services to its customers. Our customer service procedure applies to all service and warranty processes at Truckcorp. These services cover all processes that begin after the title transfer or customer acceptance of the product and continue to the end of the life cycle of the product. Products are Truckcorp manufactured and may also include other OEM manufactured products.</p> <p>Our response time capabilities vary due to the severity of the problem and some services may take longer than others. Truckcorp's customer service program guarantees Truckcorp to respond to every customer within 24 hours from the customers' initial contact. Within two (2) business days following Truckcorp's first response to a customer's initial contact, Truckcorp will contact the customer to communicate a proposed solution plan that resolves all of the customer's needs in the most timely and cost-efficient manner for the customer.</p> <p>Truckcorp & our OEM/Suppliers are committed to provide timely, accurate and outstanding customer service.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>TruckCorp's full product line along with our vendors/partners product lines and support services are available to ALL Sourcewell participating entities in the United States.</p> <p>As mentioned above in previous answers we have positioned ourselves strategically in order to accomplish our willingness to provide our products and services to Sourcewell participating entities and also to market to non-sourcewell participating agencies so that they can become members.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Truckcorp is able and willing to provide our products and services to Sourcewell participating entities anywhere in Canada.</p> <p>TruckCorp's full product line along with our vendors/partners product lines and support services are available to ALL Sourcewell participating entities in Canada.</p> <p>Also once again we have positioned ourselves strategically in order to accomplish our willingness to provide our products and services to Sourcewell participating entities and also to market to non-sourcewell participating agencies so that they can become members in Canada.</p> <p>All of our Canadian transactions currently are completed by direct sales between Truckcorp, our affiliate partners, one of our OEM partners or one of the OEMs respective dealers and the purchasing Governmental Entity end user. We have sales representatives that live and work in Canada or one of our Canadian based manufacturing plants in which they pursue the Canadian government and replies to RFP's/RFQ's and solicitations posted for Canada. Truckcorp is subscribed to a U.S. & Canada government bid sites that list bid postings for Canada that we submit bid proposal responses. This same site also provides us access to the buying agencies names and contact information for those U.S. & Canada entities that are also subscribers to the website. Truckcorp will use this list of buying agencies to leverage our market share in the U.S. and in Canada, if a Contract is awarded. Part of our growth plan is to become more active in the Canadian market. Our Canadian market plan though long term is currently in progress. What we have accomplished to date is as follows:</p> <ol style="list-style-type: none"> 1. Truckcorp will actively seek to work with Canoe if a Sourcewell contract is awarded. 2. Truckcorp has a manufacturing facility, service/repair locations, & multiple dealer presences in Canada. 3. Truckcorp as well as our dealers have sales staff both inhouse and on the road to call on all the Canadian provinces and their agencies. <p>We actively seeking additional opportunities that will expand our network and increase our presence in the Canadian market. Additionally, our Director of Marketing & Dealer Sales is in discussions/negotiations with additional Dealers to expand our presence in Canada.</p> <p>Become a member of https://canoeprocurement.ca</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Truckcorp is able and willing to fully serve all geographic areas of the United States and Canada through this proposed Contract, if awarded.	*
34	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.	Truckcorp is able and willing to fully serve all Sourcewell participating entity sectors anywhere in the United States and Canada through this proposed Contract, if awarded.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	TruckCorp does not have any specific contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii, Alaska, or in US Territories.	*

36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	We would consider terms but they would be negotiated on a case by case basis. *
----	---	---

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	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>Truckcorp's Marketing Strategy for promoting the Sourcewell contract opportunity if awarded:</p> <ul style="list-style-type: none"> • Announcement will go out for the contract award via press release and social media outlets. • We will list our contract on Compare Coops & Pavilion which government agencies use to search for cooperative contracts. • We will feature our contract on GovWin IQ (See attachment TruckCorp, LLC_Marketing_& Strategic_Sales – Aria CSS & GovWin IQ) • The Sourcewell contract will have a dedicated web page on our site, with each dealer and vendor/partner will having a mirrored page for the TruckCorp Sourcewell Contract. • A hyperlink to the contract shall be embedded on our government web page. When the user clicks on the hyperlink it will re-direct the user to our dedicated Sourcewell landing page for the Contract, https://truckcorpplc.com/sourcewell (url sample only does not go anywhere unless contract is awarded). We have provided a mock web page that is attached (see Marketing_Sample_Webpage). Here, you will notice the robust information boasting the benefits of becoming a Sourcewell Member as a Vendor/Supplier and as a Buyer/Customer. Notice the photographs and clips of informative materials and embedded videos that are all about Sourcewell Membership and the advantages. • Truckcorp utilizes the following Sourcewell Marketing/Informative resources to accurately represent Sourcewell: <ol style="list-style-type: none"> 1. A selection from Sourcewell's extensive video compilations is embedded in our Sourcewell Landing page in the most effective medium for the type of information covered in the video and the length of the video: videos are embedded as video medium or hyperlinks. 2. Additionally, Sourcewell's robust collection of vendor resources found in the vendor section of their webpage is periodically reviewed and hyperlinks are updated to keep information current on our Sourcewell Landing page. 3. Truckcorp uses our own outlets to promote Sourcewell and our contract with Sourcewell in the following ways: <ol style="list-style-type: none"> a. Truckcorp shall send an email blast to our customer base and dealer network with notice of our new contract while also making an announcement on social medial platforms. b. Truckcorp has several social media accounts on a variety of professional platforms that are continuously updated to remain current. These social media accounts are primarily used to post statements regarding current events including Sourcewell events and provide info. c. Truckcorp shall create a brochure listing all products offered through our new Sourcewell Contract (See Marketing Class 4 – 8 Chassis PL Brochure) Sample. d. Truckcorp shall also create detailed flyers with in-depth data for individual duct models offered. Flyers shall include a brief description of the product model, photos of that model, a list of standard model equipment specifications, and includes a few of the most popular options available for each. Truckcorp's contact information included on each brochure directs the recipient to our designated Sourcewell representative. Truckcorp will continue to distribute brochures and flyers at Trade Shows, provide them to current and potential customers when visiting both types of customers and use them as mailers or in email campaigns. We will also customize all this content for our vendor partners and dealer networks. See the documents titled "Marketing_Sample_PL_Brochure," "Marketing_Sample_Flyer," "Marketing_Sample_Mailer_Sourcewell," & "Marketing_Sales_& Trade-Show-Brochure" 4. s. 4. Truckcorp shall continue collecting governmental agency data daily via a paid services specifically using Aria CSS & GovWin IQ (See TruckCorp, LLC_Marketing_& Strategic_Sales – Aria CSS & GovWin IQ) for more information on this specific tool that allows us to build lead lists that target agency decision makers, gain market intelligence, budgets pre-rfq and more. <p>These are used as relationship building tools: Truckcorp contacts potential customers via email blasts, mass mailings and fosters personal communication with current customers and vendors through direct calls and site visits. Truckcorp's primary goal with Sourcewell is encouraging eligible entities to become Sourcewell participating entities. For the purpose of achieving this goal, we focus on personal means of relationship building. Truckcorp's secondary goal with Sourcewell is utilizing our contract to facilitate sales of our products to our current customers and to Sourcewell participating entities. This goal to increase sales with the value added from our Sourcewell contract will be pursued using all three methods of contact mentioned above.</p> <p>We have provided a lead list from GovWin IQ of over 100,000 entity budget reports for</p>

		<p>outlying years 2024 3rd quarter and beyond based on data obtained by GovWin IQ and Aria CSS. This list was a search run for Truck Chassis with Bodies of all classes. It contains contact information, the type of product included in the budget, budget amounts, etc. (See attached GovWin_Truck_Chassis_TurnKey_Solutions_&_Bodies_Budget_Lead_List)</p> <p>The goal would be to target these leads get ahead of the procurement lifecycle pre RFQ and inform the buyers of our Sourcwell contract prior to release of the RFQ then convert them to a Sourcwell Participating agency.</p> <p>The leads would be distributed to our sales team, dealers, and vendor/partners in the U.S. & Canada.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Truckcorp's use of Technology & Digital Marketing:</p> <p>While direct sales remain the primary marketing strategy for Truckcorp products, digital marketing strategies, AI and other intelligent systems are a significant avenue to reach new customers & market segments in which we are on the forefront.</p> <ul style="list-style-type: none"> - Internet Website - www.truckcorpplc.com has been active for over a decade showing high traffic analytics and is currently in its sixth major edition. The site is designed for ease of use by both existing & potential customers. It is intended to show the variety of equipment available. We also have intelligence software in place that tracks customer trends on our content, website, brochures and web traffic analytics. - SEO capabilities - the registered domain name www.truckcorpplc.com is designed for SEO optimization including logical page naming, key word metadata, and narrative metadata. Search engine rankings are regularly evaluated for improved search engine results on company products & services. - Social Media - the company maintains an active presence in Facebook, Linked-In, U-Tube, Instagram & Twitter on company products & services as well as special announcements and marketing campaigns. - Digital Catalogs & Gallery - Digital catalogs & product grids are available for after-market replacement parts, product models, and available new/used equipment. - Industry Specific Links - Convenient links to government & industry websites are available for visitors to Truckcorp & related sites. Direct links to industry landing pages such as the provided in the example Marketing_Sample_Webpage - Usage & Tracking - Total and unique visits by page is used to evaluate & improve digital marketing strategies/campaigns. We can also track email opens, clicks, etc. - GovWin IQ - As previously mentioned we use GovWin IQ to gather customer data, trends, market intelligence. Have access to past award data, competitor markets and awards as well as being able to drill down to specific target markets. - While GovWin is the leader in the government intelligence space with our partner Aria CSS we also have access to BidNet Direct, GovSpend, Sam.gov, GovTenders, BidSync, Onvia/Demand Star and Aria CSS also signs up to each states bidding portals. All this information is shared with TruckCorp as one of their partners and filtered to our specific products. - LinkedIn Sales Navigator - Aria CSS also has a LinkedIn Sales Navigator account with TruckCorp as a partner we can utilize this to target procurement officials and run campaigns through linked in for our awarded contracts and products offered.

39	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>Truckcorp's view as to Sourcewell's role in promoting contracts arising out of this RFP are as follows:</p> <ul style="list-style-type: none"> - A notice/announcement of award sent out to all Sourcewell members. - Training and familiarization of newly awarded contracts to Sourcewell members and the Sourcewell team. - Sourcewell Landing web page with awarded contract company data and other vital information that Sourcewell members can use to purchase our products. - Truckcorp will integrate the awarded Sourcewell contract into our sales process through training documents, meetings, and videos. Truckcorp will have a full-time director of City, County, States. - Main Sourcewell POC in charge of all aspects of the Sourcewell contract and management of personnel involved. - Mr. Will Ballas - Contract Manager POC for Truckcorp Products and he will be assisted by the Truckcorp Contract Administrator & Sales Team. - Mr. Ryan Utterback - Sourcewell Contract Administrator - Dealer & Vendor/Partners also have appointed Sourcewell Contract Managers to ensure compliance and maintain the goals set for the Sourcewell contract in the company. All Sourcewell related leads & sales will flow through the Sourcewell Manger & Administrator then be distributed to the appropriate territory manager. - Inside sales team will be available to assist our territory managers as needed. <p>We will integrate the Sourcewell contract by setting sales goals for its Sales Managers and dealers that involve key government/municipal target accounts in their territories with an emphasis on promoting our Sourcewell Contract.</p> <p>Dealers and vendor/partners are provided with presentation templates, marketing material, and filtered spreadsheets of all Sourcewell members in their specific areas of operation. Joint sales calls with factory personnel are held quarterly.</p>
40	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.	<ul style="list-style-type: none"> • Truckcorp's products are not available through an e-procurement ordering process. We are base model company with customization e-procurement is not available currently for our products.

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

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

<p>41</p>	<p>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>	<p>Truckcorp provides training courses focused on the products offered by our company includes OSHA, Safety, Helper, Driver, Equipment Operations, Maintenance, and Supervisor training. Covering front, rear, automated equipment training. Truckcorp's certified employees conduct the training on Truckcorp products and on Truckcorp suppliers/OEM products. Trainers will be certified by the suppliers/OEM's products being offered/sold and/or accompanied by supplier/OEM representative to conduct training. Training is done on a case by case basis as each training session usually varies per customer scope requesting the training. Training rates are calculated per diem rates for travel expenses, meals, & logging then \$150.00 per hour per trainer.</p> <p>Truckcorp along with our vendors/partners also have parts & service manuals accessible online but also provided with each products. Each one of our vendors/partners has detailed training videos on U-Tube and/or other media avenues that can be found on Truckcorp's webpage with links or the vendors web page. Truckcorp also offers on-site training for each one of our offered vendors.</p> <p>Online training is available to all Sourcewell members 100% FREE of charge. Members would need to simply coordinate with a factory rep, dealer or vendor partner by either calling or using a schedule training link on our sourcewell landing page. Any member can take any course and/or Fleet Managers can assign courses.</p> <p>The following are just some of the training on the that is available:</p> <ul style="list-style-type: none"> Engine Service Low Power Visual Inspection Common Rail Troubleshooting Tandem Axle Service Axle Replacement Fuel System Flow and Components Common Rail Fuel System Engine Lubrication System Starting and Charging Systems Pending Active and Inactive Codes Clearing the MIL Light Smoke Analysis Low Power Diagnosis Manual Compression Testing EGR System Diagnosis Warning Lights DPF System Diagnosis DEF System Diagnosis Turbo System Diagnosis Diesel or Gas Emissions System Exhaust and Aftertreatment System Diagnosis NOx Sensor Diagnosis
<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Truckcorp utilizes the electronic interfaces available from the OEMs to integrate bodies used for tree maintenance on certain trucks for example grapple trucks used to pick up tree debris or truck mounted maintenance equipment to utilize the safety features directly available from the manufacturer.</p> <p>Load shedding of electrical circuits to protect engine alternator output. Engine overrun protection in the presence of saturated hydrocarbon environment.</p> <p>FLEX-System Our patented, bolt-on FLEX-System allows your mounted bodies to be modular, adaptable and flexible without compromising durability or weight.</p> <p>SmartNav: A high-tech infotainment system, SmartNav delivers GPS navigation (truck maps), communications (integrates with cell phones) and vehicle monitoring (virtual gauges and other truck info) direct to an in-dash seven-inch color touch-screen. The SmartNav display enables intuitive interaction with an array of technologies, functions and apps, including truck camera systems. SmartNav features voice recognition and control, keeping hands on the wheel and eyes on the road. SmartNav integrates seamlessly with your phone via Bluetooth® connection and includes WiFi capability, making it easy to stay in touch no matter where you are. The integrated audio system plays through the truck speakers and can also accommodate satellite radio. The display is available in English, Spanish and French Canadian.</p> <p>Collision Mitigation: We offer both the Bendix Wingman Collision Mitigation System as well as the Meritor OnGuard System. These systems utilizes forward radar detection to provide driver alerts and active braking when objects are detected in the road or if closing on the vehicle ahead. Systems also offer lane-keeping technology as well as side object detection. Camera-integrated option provides enhanced object detection and can even read speed limit signs and alert drivers if over the limit. Systems can provide electronic stability control to prevent rollovers as well as adaptive cruise control with reduces throttle and/or applies the service brakes to maintain safe distance with vehicles ahead.</p>

HID + LED headlights:

We offer both High-Intensity-Discharge headlights and LED headlights. HID's provide the best available forward visibility, while LEDs provide superior wide-range/close-range lighting

Driver Performance Assistant:

When manual transmission is specified, Driver Performance Assistant provides a visual aid to drivers to encourage them to operate in the vehicles RPM "sweet spot" as well as "shift now" notifications to optimize shift patterns for operational efficiency and improved fuel economy.

Driver Information Display:

The standard Driver Information Display, located in the center of the dash cluster, provides the operator with the following selections via a toggle switch: Standard view shows cruise status, park-brake status, and gear selected. Optional views show virtual gauges (i.e. voltmeter, transmission temperature gauge), engine RPM display, shut-down timer, trip information (fuel economy, miles operated, hours operated, idle time, etc.), truck information (VIN, engine make/model, transmission make/model, etc.), and diagnostics/warnings (fault codes with descriptions).

Stability Control with Automatic Traction Control:

Electronic Stability Control prevents roll-over situation by applying the anti-lock service brakes to individual wheels to maintain truck balance when taking turns. Combined with automatic traction control, the technology greatly enhances safety for drivers/fleets.

Zinc coated frame rails:

We offer a zinc coating for it's frame rails and crossmembers that significantly reduces corrosion over the life of the equipment.

We offer a bump-fin style cooling system for extreme dirt environments to reduce wear on the engine.

FuelSense:

FuelSense technology optimizes shift patterns depending on the equipment and desired operating characteristics.

RollTek Air-Bag-equipped seats for enhanced safety in rollover accidents.

Full line of NFPA requirements including Seat & Occupancy sensor & warning, NFPA seats, NFPA grab handles, etc.

Pre-wiring Provisions for communication systems, camera systems, custom maintenance systems, etc.

Standard technology on some of the equipment that provide value:

FRAME

Steel rails with gussets to maximize RBM. Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint. Rubber-lined clamps along frame rail to protect air & electric lines routed in frame. Hose and wiring bundles conveniently routed through gussets provides protection for lines.

STEER AXLE

Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components. Greaseless spring pins reduce maintenance and improve ride quality. Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.

AXLE

Laser factory axle alignment to improve handling and reduce tire wear. Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.

ENGINES & RELATED SYSTEMS

Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life. Silicone radiator and heater hoses enhance value, durability and reliability. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Constant tension and torque band clamps reduce leaks. Stainless steel hard-line manifold reduces coolant hoses in the engine compartment to improve durability and appearance. Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.

		<p>Weather pack silicone sealed electrical connectors enhance value, durability and reliability. Maintenance free 12V batteries provide reliable power for starting and accessories. Stranded copper battery cables are double aught (00) or larger to reduce resistance. Stainless steel flex exhaust tubing & clamps provide durability.</p> <p>AIR SYSTEM Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.</p> <p>FUEL TANKS Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps. Wire braid fuel lines increase durability and reduce potential for leaks.</p> <p>ELECTRICAL SYSTEM Electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other. This design improves reliability and offers increased functionality.</p> <p>DASH & INSTRUMENTATION Driver Information Display that allows the driver to view diagnostic information and monitor system behavior. Information such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance. Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading. LED backlit gauges to prevent eye fatigue.</p> <p>PAINT Various options to meet customer needs</p> <p>Energreen Products:</p> <p>Safety and Comfort</p> <ul style="list-style-type: none"> - Homologated cabin FOPS-ROPS - High visibility panoramic windscreen - Excellent ergonomics of work - Stability control <p>Productivity</p> <ul style="list-style-type: none"> - Work in both drive directions - Maneuverability on all grounds - Several attachments at the same time
<p>43</p>	<p>Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>TruckCorp LLC Environmental Initiative</p> <p>TruckCorp LLC and our Canadian sister Company Brandon Manufacturing strives to continually reduce our impact on the environment. We continuously implement responsible projects and practices, including conservation of energy, natural resources, and reduction of waste steams to the environment. We strive to educate our team members, business partners, and our community on environmental responsibility. We commit to do our part in keeping the world environmentally healthy.</p> <p>Enviromental Projects</p> <ul style="list-style-type: none"> •Overhead Lighting (Energy Savings) - Replaced each halogen overhead lighting in upfitting facility with 4000K LED lights. Energy reduction was reduced from 400 watts per fixture to 165 watts per fixture for a total yearly reduction of 63,248 KWH. •Overhead Lighting (Energy Savings) - Replaced each halogen overhead lighting in the Manufacturing facility with 4000K LED lights. Energy reduction was reduced from 400 watts per fixture to 165 watts per fixture for a total yearly reduction of 122,163 KWH. •Welders (Energy Savings) – Replaced each welder CP-250 TS 230 volt 34.5 AMP, 11.24 constant voltage inefficient generator type welding power supplies with full electronic XMT-304 multi process Inverter Auto-Line primary power management, with on demand fan, highly energy efficient welding power supplies. The XMT with its multi process capability allowed removal of one earlier generation power supply for every new power management multi process XMT-304 power supply we purchased. •Hazardous Materials (Waste Reduction) - Lean manufacturing event was held to analyzing each new and used hazardous material stored and collected. Reduced a significant amount and types of Hazardous materials by using the "reduce, recycle and reuse" method throughout the companies. •Recycling (Waste Reduction) - Lean manufacturing event was held to reduce the amount of trash entering the land fill. Results we achieved were 100% recycling of cardboard,

packaging materials, metals and all wood products.

•Water Testing Methods (Water Conservation) - Lean manufacturing event was held to reduce water consumption at the manufacturing facilities. Previously, the final products and in the manufacturing process we washed and rinsed with water then discharged down the drain; today, the products are dry cleaned with reusable dry mops and rags requiring no water. Previously, the water was discharged to sewage drain as a onetime use; today, a reclaim holding tank is used for recycling the water 100's of times. Any water used for testing for leaks, etc. is done in a recovery booth where a tank and pumping system reclaims water through a floor drain, filter, recovery tank and filters. Approx. water reduction of 9,200 gallons annually.

•Forklifts (Air Quality) – Replaced forklift fleet company wide not meeting current emission standards. Truck Corp's truck and forklift fleet exceed all Federal as well as Ohio and Canadian.

•Metal Dust (Air Quality) - Being a Stainless Steel manufacturing facility we were concerned about our shop floor sweepings containing hexavalent particles created from our manufacturing processes. To eliminate this problem floor sweepings are now being separated through a sieve collection hopper where airborne practical size sweepings are collected and disposed by a Hazardous Waste Disposal Facility.

See attached TruckCorp_Environmental_Sustainability for more information.

Product Specific are:

Models with CNG & LNG engines.

Full line of engines are approved for the use of Biodiesel up to B20.

3 Battery-Electric-Vehicles on some models.

Our Vendor/Partners and/or OEM's are all vetted through an onboarding process with TruckCorp LLC and are Investing in Sustainable Operations:

Our vendor/partners have all been operating for years. They practice or have achieved ISO14001 certifications.

They participate in facility projects that have improved energy efficiency, reduced emissions, reduced water consumption and waste.

Peterbilt was the first truck in the industry to implement chassis robotic paint systems. This process has enhanced paint quality, reduced cost and decreased paint usage, waste and air emissions. Hazardous air emissions have been reduced by over 200 metric tonnes per year in paint and other processes.

Reducing Greenhouse Gas Emissions

Our OEM's are consistently reducing greenhouse gas emissions at a very good rate on a per revenue basis.

Some of our OEM's joined the CDP Reporter Services for reporting greenhouse gas emissions and to benchmark performance to continue reducing our greenhouse gas footprint.

Reducing Waste, many of our vendor/partners manufacturing locations strive to achieve "zero waste to landfill" by recycling, employing reusable containers and composting food and paper waste.

Conserving Resources, some of our vendor/partners reduce the use of water through internal recycling, reduces paint waste through robotic paint systems and conserves energy by using new technologies such regenerative dynamometers that capture electricity from vehicle testing.

Products, many of the truck chassis strive to have near-zero emissions of NOx, a smog causing compound, and are compliant with all applicable standards including those by the California Air Resources Board (CARB), the US Environmental Protection Agency (EPA) and the European Commission.

Our Peterbilt offered truck in which we mount our grapple bodies and other tree maintenance bodies uses Ecodesign, a software tool, to reduce environmental impacts through product design. Through this process, engineers increase recyclability of our trucks, reduce air emissions, use lighter materials to reduce fuel consumption and use fewer hazardous materials.

<p>44</p>	<p>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>	<p>TruckCorp, LLC Environmental Sustainability Policy</p> <p>VISION</p> <p>TruckCorp, LLC is committed to operate and provide products for a better environment.</p> <p>PRINCIPLES</p> <p>Our approach to business is guided by commitments to the following principles: Leadership, Inclusivity, Transparency, Integrity, Accountability, and Continuous Improvement.</p> <p>IMPORTANT ISSUES</p> <p>There are many important issues in our local and global environment. Due to their direct impact on us and related parties, we have prioritized the following issues: waste reduction, air quality, health and safety, and financial solvency.</p> <p>OUR COMMITMENT AND SCOPE</p> <p>This policy will apply to all TruckCorp facilities, products and team members. Our attention to environmental, social and economic responsibility includes working within the law and voluntarily exceeding legal requirements in order to be innovative and demonstrate leadership on the issues important to us and our team members. As we design products and processes we are able to choose how our actions and words will build a better quality of life for our team members and related parties.</p> <p>OBJECTIVES</p> <p>We commit to:</p> <ul style="list-style-type: none"> •Minimize environmental impacts in the areas of waste, water, energy and air quality. •Ensure our supply chain has responsible social and environmental practices. •Create innovative approaches to minimize negative environmental impacts, improve economicbottom lines. <p>REPORTING</p> <ul style="list-style-type: none"> • We will review and report on our progress annually. • Internal reviews will be held periodically, at least once per year. • Management reviews will be conducted quarterly. <p>Truckcorp's Environmental Sustainability Checklist</p> <p>WASTE PREVENTION ACTIVITIES</p> <p>Reduce paper and supplies Storm Water Fluids & Chemicals Hand Tools</p> <p>RECYCLING ACTIVIITES</p> <p>Paper & Packaging Metals Universal Waste</p> <p>WATER CONSERVATION ACTIVITIES</p> <p>Water Usage Shop Water Usage Landscaping</p> <p>ENERGY CONSERVATION ACTIVITIES</p> <p>Monitoring of Electricity Usage Lighting Shop Machinery</p> <p>TRANSPORTATION / CARBON</p> <p>Employees Customer Equipment Company Vehicles</p> <p>TEAM PARTICIPATION ACTIVITIES</p> <p>Team Member Training Supplier Involvement</p> <p>Location: Inspection Date: Inspected by: Reviewed by:</p> <p>Engine offerings meet or exceed all Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emissions requirements. Some of our OEM's products are are ISO 14001:2004 and/or ISO 14001:2015 Certified. Some of our OEM's offers EPA-Certified Green-House-Gas Emissions tires on all their products.</p>
-----------	--	--

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>TruckCorp has formed alliances with our vendor/partners that give us a strong presence and ability to service many different customer types, applications and needs. We have subject matter experts for each of the products offer and a well equipped government contracting partnership.</p> <p>We are able to customize the products and services tailored to our customer. We also can react quickly and turn quotes around in 24 hours or less.</p> <p>Our products are designed to operate in some of the harshest climates around the world and in extreme weather conditions (-50 degrees to 120 degrees).</p> <p>Truckcorp's experience along with shared information from our customers usage has helped our Truckcorp Continuous Improvement Program.</p> <p>Truckcorp has delivered numerous equipment to all regions of the U.S. & Canada in extreme very harsh conditions. These products have been used to support emergency during times of need and are performing excellent in the extreme conditions.</p> <ul style="list-style-type: none"> - We have state of the art equipment, training, programs, and engineering that gives us the ability to have: - Precise machining and tooling. - Some of the best welding and welds in the industry - Engineering ability to design products even prior to awards to give the customer the comfortability and satisfaction they are getting exactly what they need. - State of the art computer aided software for FEA & 3D modeling so we can test and run analysis on real life situations to ensure the design meets the requirements. - Also, we have relationships with test centers for testing our equipment in real time situations and with outside engineering firms who have several Physical Engineers on staff to validate and simulate of our models we provide on any design for terrain to see how the trailer will react.
<p>46</p>	<p>Describe any safety features your equipment and products offer such as emergency or auto-shut off capability, impact-resistant helmets, chainsaw breaks and chain catchers, blade guards, safety shields, heat-resistant and abrasion resistant ropes, emergency descent and rescue equipment, cut resistant gloves or clothing, etc.</p>	<p>Truckcorp Products:</p> <ul style="list-style-type: none"> - Collision management systems - Safety decals and warning labels - Safety door locks - Slew drive with safety switch - Safety chains <p>Energreen Products:</p> <p>Safety and Comfort</p> <ul style="list-style-type: none"> - Homologated cabin FOPS-ROPS - High visibility panoramic windscreen - Safety decals & warning labels - Excellent ergonomics of work - Stability control Device allows to lock the rear axle shift, increasing the stability of the machine, in order to guarantee the maximum level of performance and safety for the operator. <p>This plus is given by two hydraulic jacks fixed on the chassis of the machine and controlled by the operator inside the cab.</p> <p>Skylift Safety Features:</p> <ul style="list-style-type: none"> - Double insulated boom for strength - Safety decals & warning labels - Self contained winch for crew safety when operating <p>Tarco Safety Features:</p> <ul style="list-style-type: none"> - Suction housing has a clean-out door in the housing with a safety shut-down switch. - Safety decals & warning labels - Engine Controls: All controls are rubber mounted. The standard offering includes analog tachometer, hour meter, ammeter, oil pressure and temperature gauges and murphy safety shutdown system. - Trailer mounted systems have safety chains on the axles. - The belt drive windy series is available either 4B or 5V power bands. Sheaves and bands are completely enclosed for safety. Windy Series leaf loaders are exclusively bel driven.

<p>47</p>	<p>Describe any ergonomic features your products offer such as anti-vibration systems, balanced equipment design, rotating and adjustable seats, energy absorbent lanyards and harnesses, soft-grip and adjustable handles, back support padding, auto-tensioning systems, etc.</p>	<p>The equipment offered containing cabs is designed to allow as much space as possible for the operator which allow more free movement for proper positioning while driving.</p> <p>Cushioned/adjustable seats with head, neck and lumbar support are provided to adjust for the operators positioning and comfort.</p> <p>Hydraulic or air ride seats help absorb vibrations during long sitting periods.</p> <p>Adjustable steering wheels and cushioned wheels help with hand position and comfort.</p> <p>Adjustable mirrors & gauges are implemented to minimize the needs for excessive head and neck movement while operating.</p> <p>Larger doors and steps for easier in and out movements.</p> <p>Stabilization controls for balance and vibration</p> <p>Air ride suspension systems</p>
<p>48</p>	<p>Describe the serviceability of the products included in your proposal (parts availability, warranty, and technical support, etc.).</p>	<p>Truckcorp's warranty covers all products and parts manufactured by Truckcorp and all labor performed by Truckcorp. All parts not manufactured by Truckcorp will follow the warranty coverage of that manufacturer as a pass through. Truckcorp will however assist the customer with handling of any warranty replacement parts or repairs from those manufacturers. Please see the attachment uploaded to the Warranty Information section for full warranty details. (See attached TruckCorp_&_Supplier_Warranties_Combined) providing in depth details of coverage.</p> <p>Truckcorp's warranty does not impose usage restrictions or other limitations that adversely affect coverage when the product is used as intended.</p> <p>Truckcorp will pass on to the original equipment manufacturer those warranty issues for items made by other manufacturers that are part of Truckcorp's proposal. We will however, assist in the warranty process to ensure the customer is taken care of and proper warranty claims are filed with the OEM. A TruckCorp warranty representative will follow through with the claim to it's completion with both the customer and OEM.</p> <p>Availability of parts in most cases is next day unless the equipment required extensive customization.</p> <p>Exchange & return policies for equipment are at the discretion of the individual dealer providing the vehicle. If an exchange is requested an investigation as to why will occur and be evaluated on a case by case basis.</p> <p>Truckcorp may offer service contract options, upon receipt of customer request, for specific products or pieces of equipment that require special servicing that must only be performed by such certified technicians.</p> <p>Customers are permitted to request service contracts for these specific products or pieces of equipment.at the time of purchase.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Truckcorp is SBE Self-Certified and listed in SAM (System for Award Management)
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
58	Describe your payment terms and accepted payment methods.	Truckcorp's payment terms are net 30 days for government agencies If sold through dealer payment terms are at the discretion of the dealer selling the product. Payment terms can always be negotiated at the time of sale.

59	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Yes, Truckcorp provides leasing and financing options, including those options that schools and governmental entities may need to use in certain acquisitions.</p> <p>Truckcorp provides leasing and financing options through our Truck Chassis OEM's or through select third-party agencies that have established solid relationships with our customers. Third-party agencies in Truckcorp's network must make customer satisfaction their first priority. Criteria to become a Truckcorp selected financial agency include a foundation built on trust and stewardship, centralized focus on customers as individuals, the core value of relationship building, establishing a solid, comprehensive understanding of each customer's current needs, special circumstances, and future financial goals, creating custom product solutions that satisfy the customer's current needs in each special circumstance while facilitating growth and implementing financial strategies in alignment with the customer's future goals.</p> <p>One of our main sources for financing or leasing is NCL Government Capital. NCL has a sourcewell awarded contract so this works out great for our customers. NCL's Sourcewell Contract # 011620-NCL. Our vendor/partners and dealers have access to us NCL as well if financing or leasing is requested.</p> <p>See attached Truckcorp_Financing_NCL</p>	*
60	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.	<ol style="list-style-type: none"> 1. Sourcewell quote form identifier notating that the quote is off a sourcewell awarded contract. 2. Purchase order or order document from customer placing the order referencing the quote & sourcewell contract. 3. Order is generated from the quote and PO from the customer this travels with the product through payment. 4. Vendor Purchase Order is generated when the product is not manufactured by Truckcorp. This initiates the order to the vendor for the product quoted. 5. Thank-you Letter Acknowledgment to customers. 	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Yes, Truckcorp accepts the P-card procurement and payment process. Additionally, the majority of dealers in Truckcorp's dealer network also accept the P-card procurement and payment process for awards under \$50,000.00</p> <p>No, there is no additional cost to Sourcewell participating entities for using this process.</p>	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>TruckCorp will continue with pricing that provides 24% off MSRP/List price. Our pricing submission attachment TruckCorp_Sourcewell_Product_PL_2024 shows the list price with discount for Chassis offered, Turnkey Solutions, Body Solutions & Options.</p> <ul style="list-style-type: none"> • Truckcorp is offering its most competitive price to Sourcewell on all of our products offered as part of this submission. • Sourcewell customers will receive a line-item discount of 24% from the List Price for all models and options. • An additional 1% volume discount will be given for quantity orders in excess of nine (9) units on a single order. • Pricing includes all products offered and options being offered to Sourcewell of this RFP. Pricing is exclusive of FET (Federal Excise Tax), freight charges, and any other charges applicable at the time of quote which will be applied at individual quote level, so the ordering member/agency has a complete out-the-door price at the time they are ready to place the order. All products (Truckcorp & Vendor/Partners) will be priced the same including any priced from our OEM partners or participating dealers utilizing the Truckcorp Sourcewell awarded contract. • Commissions paid to OEMs or Dealers on sales utilizing a Truckcorp awarded contract will not be priced separately on in excess or the agreed upon/awarded pricing submitted to Sourcewell. 	*
63	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.	<ul style="list-style-type: none"> • See attached (TruckCorp_Sourcewell_Product_PL_2024) • Truckcorp's pricing is based of off line item discounts from List Price. Truckcorp is offering 24% off of list price for all items submitted on this RFP. 	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	<ul style="list-style-type: none"> • An additional 1% quantity discount will be given for orders in excess of nine (9) units on a single order. The additional 1% is applied after deducting Sourcewell's 24% standard discount. 	*

65	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.	<ul style="list-style-type: none"> Truckcorp has the ability to offer sourced products or open market items (and/or related services) in addition to our regularly manufactured product line or items offered as part of this proposal. However, with the relationships we have currently and partners as part of this submission our variety of products offered is very extensive. <p>The price of sourced products will be determined at Truckcorp's discretion or the dealer/vendor/partners discretion we will always offer the most competitive price possible. In order to be competitive, Truckcorp will offer such sourced products and list them individually on each proposal as “open market item”</p>	*
66	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.	<ul style="list-style-type: none"> When requested, Truckcorp will provide options for training programs on any product or piece of equipment that we offer through Sourcewell. If specific training is requested, Truckcorp will include a separate line item in our proposal where we will list pricing details for the specific product or equipment training being offered. Additional information about the specific training being offered will be detailed in the appropriate section of our proposal. This information will include the duration of the specific training being offered, a proposed training schedule, and an outline of the content areas we will cover in the training program. Truckcorp offers various levels of maintenance/instruction/parts manuals with each of our products. Operator training guides are also available as an option for each product model and for every piece of equipment offered by Truckcorp. 	*
67	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>It is our intent to only charge Sourcewell members “ACTUAL” shipping costs calculated at the time of quote</p> <p>Freight, delivery, or shipping cost is an additional cost to the Sourcewell participating entity. This additional cost will be included in the total price quoted at the time of offer. Truckcorp ships its products world-wide; shipping costs will vary by location. Sourcewell members shall benefit from Truckcorp's pricing delivery in this manner in lieu of a firm fixed price for shipments nationwide.</p> <p>Our goal is to keep shipping at a low per mile rate under industry standards. We are successful in doing so using a list of companies that we have compiled for shipping our products. When a unit is ready to ship, we first put out a shipping broadcast to all our transportation companies in a competitive bid scenario to get the best shipping price. Next, we evaluate our history with the transportation company, based on positive customer feedback after previous delivery experiences. Then, we consider the delivery date and time proposed by each vendor, selecting only those that will perform delivery in accordance with the customer's expectation of arrival. Finally, Truckcorp selects the transportation company that proposes the lowest price and has a proven positive past performance with Truckcorp customers, that will meet the current customer's desired date and time to receive delivery.</p> <p>A Truckcorp shipping coordinator will be in contact with the customer at time of pick up, during transit, and at time of delivery. The shipping coordinator will work with the customer and will provide solutions whenever applicable. Examples of circumstances that could require additional assistance from Truckcorp's shipping coordinator include the instance that the equipment being delivered need to be unstacked, when there are special delivery requirements, and in circumstances where a special service is needed to set up or off load the equipment (i.e. a third-party crane service is necessary for off-loading). Any additional assistance that our shipping coordinator provides to the customer is at the courtesy of Truckcorp; customers will not be billed nor will additional costs incurred be made at the expense of the customer.</p>	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<ul style="list-style-type: none"> The same competitive method of calculating travel and delivery charges as listed in number 14 above also apply for Alaska, Hawaii, Canada, or OConus. Truckcorp offers door-to-door delivery programs for shipping to those areas outside of the continental U.S. or any other location offshore. Each specific Sourcewell quotation shall include travel expense, delivery or shipping costs at the time of quotation, if applicable. 	*

69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<ul style="list-style-type: none"> Truckcorp has a list of companies that we use for shipping. When a unit is ready to ship, we put out a shipping broadcast to all our transportation companies in a competitive bid scenario to get the best shipping price. We also consider our history with the company based on positive delivery feedback when choosing a vendor. Lastly, we consider the time of arrival and delivery as well when choosing a vendor, so it is not always the lowest price. In order to be most cost effective for the customer, Truckcorp may deploy many different types of delivery methods. These include the use of power only trucks, flatbed trailers, stepdecks, cargo containers, ships (roll-on/roll-off, breakbulk), etc. <p>We also have the ability to stack products to save Sourcewell on shipping costs when possible.</p>	*
70	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>Truckcorp's Self-audit Process in Compliance with this proposal made to Sourcewell:</p> <p>Each offer will include a pricing sheet that Sourcewell may cross-reference against Truckcorp's option list to validate that we have held pricing for the offered item to the contract amount. Truckcorp regularly performs this audit for several contracts. To remain competitive and ensure our client's receive best value, this same sheet also includes a line item for discount since Truckcorp continually updates its pricing to stay current among market trends and cost of goods and services, etc.</p> <p>Truckcorp shall maintain a logbook designated to orders received under this contract, if awarded, where all data and information above will be recorded and kept in compliance with Sourcewell's record-retention requirements. Truckcorp will refer to this logbook each quarter to compile a report of all sales acquired under this contract in the quarter, calculate the administrative fee using the proposed percentage of sales resulting from this contract, and complete a Quarterly Report for submission to Sourcewell with payment of the calculated administrative fee enclosed.</p>	*
71	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.	<ol style="list-style-type: none"> We use a CRM/ERP System that all incoming leads are sent. This tracks where the lead comes, was it converted to a sale, where it came from, what contract, etc. We can run reports based on this data to review success of lead generations & how we are doing on each contract. We have a central sharepoint in the that tracks company KPI's for success and to identify where we need improvements. This is the same for our contracts and sales/marketing success. They are reviewed quarterly. An awarded contract number is tied to every quote that is based off the contract and then tied to the order processing documentation. This not only allows us to track admin fee payments but run reports for sales and others to see how we are doing on the contract. 	*
72	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.	Truckcorp proposes to pay Sourcewell an administrative fee for facilitating, managing, and promoting the Sourcewell Contract in the event that we are awarded a Contract. Truckcorp's proposed administrative fee is the amount equal to 2% of Truckcorp's quarterly sales acquired through this Contract.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	We are well aware of the governments desire to utilize the Sourcewell contract so we have put forth our best effort as well as our OEM's to provide Sourcewell great pricing for their customers.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Truckcorp is offering a full range of products that fall under Tree Maintenance Equipment with Related Equipment & Accessories.</p> <p>Our full manufacturing line of products offered and six (6) vendor/partner products of which we are a dealer and/or they are a dealer of our products. The products offered are as follows:</p> <p>Tree Maintenance Equipment, Attachments & Accessories Type Products</p> <p>Robotic Brush Cutters & Trimmers Boom Mowers which include attachments for trimming trees, grinding stumps & trimming brush Leaf collectors & wood grinders/chippers Dump Trucks Landscape Trucks Grapple Trucks Arborists Trucks & Trailers</p> <p>Options offer are over 15,000 options.</p> <p>Please see the downloads page of this bid, attachment titled, "Truckcorp_Sourcewell_Product_PL_2024"</p>
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Truckcorp lists all makes, models and components/options in the price list attached called Truckcorp_Sourcewell_Product_PL_2024 representing</p> <p>Vegetation Management Equipment Easement Equipment Grounds maintenance equipment Brush chippers Stump cutters Loader attachments Grapple Trucks & Dump Trucks for tree removal hauling. Attachments</p>

Table 7B: 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
76	Tree cutting, trimming and removal equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cutting and trimming attachments can be mounted on our trucks as well as on the boom mowers. Removal equipment includes loader attachments, dump & grapple trucks.
77	Automated, remote, or robotic tree maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	The Energreen product line has remote operated/robotic tree maintenance equipment and attachments
78	Stump cutters and grinders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, the Energreen Boom Mowers have a stump grinder and cutter attachment.
79	Brush and limb chippers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, the Energreen robotic products and boom mowers have attachments for brush and limb cutting. The mulch mule and tarco products offer chipper capabilities.
80	Portable tree and brush incineration equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
81	Vehicle and equipment attachments designed primarily for the use of tree and vegetation management, including but not limited to, grapples, chainsaw bars, tree jacks, drum mowers, and grinders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Truck mounted grapples, truck & trailer mounted arborists, mulch, leaf and vegetation management products.

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - TruckCorp_Sourcwell_Product_PL_2024.pdf - Thursday January 09, 2025 00:45:52
 - [Financial Strength and Stability](#) - Financial_Strength_&_Stability_Combined.pdf - Thursday January 09, 2025 00:04:21
 - [Marketing Plan/Samples](#) - Marketing_Info_Combined_PDF.pdf - Thursday January 09, 2025 00:13:48
 - [WMBE/MBE/SBE or Related Certificates](#) - Related_Certificates_Combined_PDF.pdf - Thursday January 09, 2025 00:15:19
 - [Standard Transaction Document Samples](#) - Standard_Transaction_Docs_Combined_PFD.pdf - Thursday January 09, 2025 00:17:12
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Additional_Documents.zip - Thursday January 09, 2025 00:40:09

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. - Will Ballas, Vice President, TruckCorp, 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 2 Tree Maintenance Eqpt Thu December 19 2024 01:52 PM	<input checked="" type="checkbox"/>	2
Addendum 1 Tree Maintenance Eqpt Thu December 12 2024 10:39 AM	<input checked="" type="checkbox"/>	1