

**MASTER AGREEMENT #091125****CATEGORY: Public Utility Equipment with Related Accessories and Supplies****SUPPLIER: Custom Truck One Source, Inc.**

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 Custom Truck One Source, Inc., 7701 Independence Ave., Kansas City, MO 64125 (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 April 9, 2030, 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 091125 to Participating Entities. In Scope solutions include:
1. Sourcewell is seeking proposals for Public Utility Equipment with Related Accessories and Supplies including, but not limited to:
    - a. Chassis-mounted, trailer-mounted, and self-propelled (wheel or track):
      - i. Aerial lifts, towers, buckets, and platforms of all types, such as telescopic, articulated, mast, boom, etc.;
      - ii. Digger derricks;
      - iii. Cable placing, pulling, and tensioning equipment; and,
      - iv. Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers.
    - b. Accessories, supplies, replacement parts, and services; utility locating equipment; related to the offering of the solutions in subsections 1. a. above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

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

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

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

certifies that during the term of an award for all Agreements by 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**

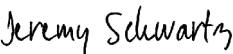
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

Custom Truck One Source, Inc.

Signed by:  
  
 C0FD2A139D06489...

DocuSigned by:  
  
 A4B047B9E02E4E0...

By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer

By: \_\_\_\_\_  
 Jenna Maller  
 Title: Director National & Government Compliance

Date: 4/15/2026 | 10:45 AM PDT

Date: 4/15/2026 | 10:07 AM PDT

# RFP 091125 - Public Utility Equipment with Related Accessories and Supplies

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## Vendor Details

Company Name: Custom Truck One Source, L.P.  
Does your company conduct business under any other name? If yes, please state: Custom Truck One Source, Inc  
Address: 7701 Independence Ave  
Kansas City, MO 64125  
Contact: Jenna Maller  
Email: government@customtruck.com  
Phone: 260-824-7150  
Fax: 260-824-7150  
HST#: 84-2531628

## Submission Details

Created On: Tuesday August 05, 2025 09:25:50  
Submitted On: Thursday September 11, 2025 14:11:35  
Submitted By: Jenna Maller  
Email: government@customtruck.com  
Transaction #: 4e21af20-0253-421c-8659-0353a579a52b  
Submitter's IP Address: 147.243.246.18

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**Specifications**

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

**General Instructions** (applies to all Tables) Sourcwell 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. Sourcwell 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.	Custom Truck One Source, Inc
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcwell? 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 Sourcwell).	Load King, LLC Custom Truck & Equipment, LLC CTOS California, LLC Custom Truck One Source Forestry Equipment, LLC CTOS Rentals, LLC CTOS Canada LTD
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1TZQ5
5	Provide your NAICS code applicable to Solutions proposed.	33312, 33611, 33612, 33621, 33999
6	Proposer Physical Address:	7701 Independence Ave Kansas City, MO 64125
7	Proposer website address (or addresses):	www.customtruck.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):	Jenna Maller Director, National & Government Compliance 7701 Independence Ave, Kansas City, MO 64125 jenna.maller@customtruck.com (260) 824-7150
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Jenna Maller Director, National & Government Compliance 7701 Independence Ave, Kansas City, MO 64125 jenna.maller@customtruck.com (260) 824-7150
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Ketzenberger Bid Specialist 7701 Independence Ave, Kansas City, MO 64125 michael.ketzenberger@customtruck.com (260) 353-1688

**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.	We power the people who strengthen our nation’s Infrastructure. Custom Truck One Source aspires to be the North American industrial icon in specialty trucks as a leading supplier of trucks and custom equipment to utility, rail, telecom, infrastructure, forestry services and other specialty equipment operators. Our clients include some of the largest utilities, telecom, construction, forestry, oil, and rail companies in the nation. Inspired by a family gas station and tow service, Custom Truck One Source was founded by the Ross siblings in 1996 with 15 employees. We now have:

- \$1.8B+ In Annual Revenue
- 2600+ Employees
- 30+ Years in Business
- 40 Locations
- Trusted by 3000+ customers who rely on our vehicles and services.

Custom Truck One Source's world headquarters in Kansas City, Missouri features over 125+ acres of manufacturing, servicing, and office space.

#### Company Timeline, Progression & Milestones

- 1996 (Employees 12, Locations 1) – Fred Ross, in partnership with 9 of his siblings, forms Custom Truck Sales out of a 3-bay shop on Manchester Avenue in Kansas City, MO, focused mostly on pre-owned trucks and salvaged equipment, in addition to customization, parts and service.
- 1999 (Employees 75, Locations 3) – Following several significant growth milestones, including two new Missouri-based facilities, expansion of HQ operations into a 28-bay shop off Gardner Avenue and the addition of new chassis upfits and rentals to its offerings, Custom Truck becomes a certified body builder for top chassis OEMs Kenworth, Western Star and Volvo, an exclusive distributor for Terex RO, Manitex and National Crane, and forms in-house specialized equipment manufacturer Custom Truck Body.
- 2002 (Employees 200, Locations 3) – Custom Truck becomes largest provider of boom trucks in the United States and further expands its product portfolio by becoming a Galbreath distributor, now adding refuse equipment and roll-offs to its selection. Following Terex RO's recession-driven closure of its Kansas headquarters, Custom Truck employs the majority former RO employees. Shortly after, Custom Truck becomes certified body builder for additional top chassis OEMs Freightliner & Peterbilt.
- 2005 (Employees 250, Locations 1) – Custom Truck becomes distributor for Iowa Mold Tooling, further expanding its product portfolio to now include knuckle boom cranes, mechanics bodies and drywall loaders, and quickly earns ranks as their top dealer. Fred Ross leverages his proximity to Custom Truck's growing pool of top contractor end-user clientele to innovate boom truck configurations and introduce the new, modern boom truck design to the U.S. market. Still outgrowing capacity, Custom Truck unites its Missouri operations under one roof at new state-of-the-art facility on its new official headquarters campus at the historic Armco Steel plant off Independence Avenue, just a few blocks down from the 2-bedroom home where the Ross family founders were raised and where the company is still headquartered today. The initial move entailed 17 acres of under-roof and inventory floorplan capacity, with plenty of room for continued growth.
- 2008 (Employees 315, Locations 3) – Custom Truck becomes certified body builder for additional top chassis OEMs Ford & Dodge RAM, increasing lighter-duty options within its product portfolio, while also expanding the rental fleet in breadth and volume, the headquarters campus to 35 acres, and the geographic footprint to include facilities in Sedalia, MO and Fort Worth, TX.
- 2012 (Employees 400, Locations 5) – Custom Truck further expands its geographic footprint, adds facilities in Midland, TX and Union Grove, WI. Custom Truck becomes distributor for Elliott Equipment and Versalift, increasing its selection of utility-focused equipment, quickly becomes the top distributor for both equipment OEMs, in addition to becoming the top boom truck & crane distributor for National Crane.
- 2014 (Employees 450, Locations 8) – Custom Truck develops two award-winning equipment models to the industry, the CTrac8000, the industry's first customizable, low-pressure, high-payload track machine, as recognized by Construction Equipment Magazine's Top 100 list, and the E160, North America's tallest aerial device, developed in partnership with Elliott Equipment, also recognized by Construction Equipment Magazine's Top 100 list. Custom Truck becomes official rental partner of Terex Utility, quickly becoming a top partner for the brand. Custom Truck forms official rail division dedicated to selling and servicing the hi-rail fleet needs of its growing railroad equipment clientele. Custom Truck further expands the headquarters campus to encompass 60 acres, and its geographic footprint, adding facilities in Houston, TX, Denver, CO and Canton, OH.
- 2015 (Employees 700, Locations 12) – In partnership with new 70% owner Blackstone, Custom Truck acquires three initial family-operated equipment outfits (Utility Fleet Sales, Forestry Equipment of Virginia and TNT Equipment), expanding the company's presence in the utility, forestry, rail and oilfield markets, as well as its geographic footprint with new facilities in Fort Worth, TX (UFS), Cabot, AR (UCO), Cinnaminson, NJ (TNT), and Forest, VA (FEVA). Custom Truck's rail division expands its rail-specific aftermarket parts offerings, opens additional facility in Fort Worth, TX, focused on warehousing hi-rail truck parts. Custom Truck partners with Elliott Equipment, develops 2nd consecutive tallest aerial device in the industry (E190), further acknowledged for its innovative features by Construction Equipment Magazine's Top 100 list.
- 2016 (Employees 850, Locations 14) – Custom Truck acquires Elk Point, SD-based Load King, the iconic manufacturer of high-quality trailers and inventory of

lowboys. Custom Truck would soon expand Load King to become an in-house manufacturing arm of a much broader portfolio of equipment, including an array of specialized bodies. Custom Truck introduces a 24/7 service call-in center, the industry's 1st proprietary technician-manned, around-the-clock aftermarket customer support center, solving 60% of inbound service needs over the phone shortly after its introduction. Custom Truck further expands its headquarters campus to encompass 100 acres, and expand its geographic footprint by adding facilities in Elk Point, SD, Atlanta, GA and Oklahoma City, OK.

- 2017 (Employees 1100, Locations 21) – Custom Truck launches in-house financing arm Custom Truck Capital and CTOS Auctions, its first online equipment remarketing partnership, offering customers reliable and convenient asset liquidity. Custom Truck becomes the top distributor of Galbreath roll-offs in the U.S. Load King's manufacturing portfolio expands beyond trailers – now encompasses broad selection of specialized equipment bodies including roofing conveyors, water tanks and dump bodies. Custom Truck further expands its headquarters campus, including the addition of a new campus and a 75,000 sq. ft. rail-specific production facility, which brings the campus to 120 total acres. Its flagship operation in Union Grove, WI opens a new, 50,000 sq. ft. facility. Its eastern footprint and equipment portfolio in acquiring both Equipment Repair Solutions of Tampa, FL, and North American Equipment Upfitters of Hooksett, NH & Syracuse, NY. Custom Truck expands its Canadian presence, taking the single-source equipment offerings beyond just the U.S.
- 2018 (Employees 1400, Locations 23) – Continuing to distinguish Load King manufacturing arm and sub-brand, Custom Truck rolls its (8) family-operated subsidiaries into one, integrated powerhouse brand: Custom Truck One Source. Custom Truck receives numerous industry and local market awards, including (2) Top 100 Awards by Construction Equipment Magazine, one recognizing Load King's new 60-ton lowboy, and another recognizing Load King's new Voyager series of mechanics bodies. Custom Truck is also awarded with The Capstone and Champions of Business Awards by Kansas City Business Journal. Custom Truck further expands its western footprint and crane offerings in acquiring Great Pacific Equipment of Fontana and Bakersfield, CA, its northern footprint by adding a facility in Jackson, MI, and its Missouri-based production capacity, including (2) new large-scale, state-of-the-art production facilities in Kansas City, MO (110K sq. ft.), and Sedalia, MO (28K sq. ft.).
- 2019 (Employees 1650, Locations 23) – Custom Truck acquires the North American boom truck & crane product lines from Terex (aka "Stinger" models) and integrates them into the equipment portfolio of Load King manufacturing arm. Custom Truck surpasses \$1B in annual revenue, becoming a One-Billion-Dollar company after three years of particularly rapid organic growth. Custom Truck receives numerous industry and local market awards, including the Top 100 Award by Construction Equipment Magazine, recognizing the new capacities and deck height clearances on Load King's lowboy models, recognized as the 11th fastest growing business in KC by Ingram's, and the Champions of Business Award by Kansas City Business Journal.
- 2020 (Employees 1700, Locations 24) – In a market plagued by COVID-19 constraints, including travel bans, supply chain and labor shortages, and jobsite restrictions, Custom Truck prevails and stays a \$1B company by leveraging its vertically integrated supply chain and agile digital customer offerings. Custom Truck further expands its midwestern footprint, adding a location in Chicago, IL. Custom Truck unveils the Load King Stinger 80-160 boom truck at ConExpo, introducing the 1st 160' full-power boom and the 1st boom truck innovation in more than a decade to the international equipment markets. Custom Truck receives the Champions of Business Award by Kansas City Business Journal for the 3rd consecutive year.
- 2021 (Employees 1941, Locations 35) – In partnership with new majority owner Platinum Equity, Custom Truck merges with Nesco Specialty Rentals and integrates Nesco operations into the Custom Truck One Source brand. The transaction doubles the Custom Truck rental fleet, adding 11 locations to the geographic footprint and 300+ employees to the network, and brings Nesco's new PTA tooling & supplies to Custom Truck's comprehensive portfolio of equipment offerings. Custom Truck celebrates its 25th anniversary, Load King Manufacturing celebrates its 65th. Custom Truck is recognized by Kansas City Business Journal as a top local manufacturer and employer. Load King introduces several new products to the equipment markets, including the LK-31-NE van-mounted telescopic device, the only product of its kind that offers 36.5' of working height, and (3) new Stinger boom truck models, the A92.2 PL180 aerial device, the utility-focused 50-155, and the forestry-focused 40-127RS.
- 2022 (Employees 1988, Locations 35) – Custom Truck introduces two proprietary web-based tools improving the lifecycle experience for all equipment clientele, including the first comprehensive customer portal in the equipment industry, allowing clients to transact digitally across all phases of their units' lifecycle and leverage proprietary fleet-optimizing insights to maximize asset outlook and profitability. It also evolved its now proprietary remarketing solution through CTOS Marketplace, allowing both buyers and sellers to transact upon pre-owned units in real time, as-is or by making offers. Custom Truck is recognized as one of the best companies to work for in the Kansas City area, by Ingrams. Custom Truck acquires Ontario-based HiRail Leasing, expanding its rail rental offerings and Canadian reach through (2) additional Canadian facilities.

12	What are your company's expectations in the event of an award?	Custom Truck hopes to gain a partnership with Sourcewell and their participating entities through unparalleled customer service, product offerings and service. We look forward to helping support each member of the organization with their needs while growing our government sector of our business.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Custom Truck One Source, Inc is a publicly traded corporation, and all financial information can be found through our investor website and on the SEC.gov website. We are a financially stable company which has been proven by our continued growth over the past 30+ years.  Please reference the attached documents in the Financial Strength and Stability Zip File.	*
14	What is your US market share for the Solutions that you are proposing?	8.87%	*
15	What is your Canadian market share for the Solutions that you are proposing?	<1%	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	CTOS has never filed bankruptcy.	*
17	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). 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? 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?	b) CTOS is the leading "up-fitter" in the equipment customization/manufacturing industry, purchasing large numbers of cab/chassis and building to end-user's specifications. We are "solution" driven and build meaningful partnerships with our customers to ensure we deliver quality, innovative products that help them fulfill their business goals.  CTOS also has our Load King and Part, Tools, and Accessories manufacturing brands. Load King product offerings include many different types of Utility Trailers, Pole/Reel Trailers, Dump Trailers and more. Load King also manufactures Crane Aerials as well as bodies for Chip Trucks, Service Trucks, Dump Trucks and Water Trucks to name a few. Our Utility Equipment Outfitters (UEO) also manufactures some of their own product offerings including Hot Arms/Sticks, Blocks, Hot Line Ladders, Various Grounding Equipment and Clamps, Cross Arm Brackets and much more.  Load King has been producing first-class trailers and other heavy equipment since 1956. Cutting-edge innovation and engineering excellence make us the market leader. As a key part of the Custom Truck One Source family of brands, we offer a complete line of custom designs as well as standard model trailers through our world-class dealer network.  Having cab/chassis in stock and the ability to produce "turn-key" units quickly, is one of our strongest assets. CTOS owns 40 full sales and service locations across the United States, employing over 1,700 dedicated individuals. We currently employ 270+ service technicians, 150+ Sales Reps and 40+ inside engineers/quoters supporting the sales staff. We have 250 "key suppliers" that enables CTOS to produce turn-key units. Additional sales/service support is given to CTOS by our key vendors, when needed.	*

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>There are nearly 1000 options for employees to self-develop their skills through Custom Truck University's Learning Management System. Employees can choose courses that fit their needs. Tier 4 and 5 Techs are Leaders at Custom Truck One Source. Each Tier 4 and 5 Tech is required to have training with a leadership focus. Including Effective Communication, Conflict Resolution, Coaching, and Mentoring.</p> <p>We offer our employees manufacture training, welding certifications, and various engineering certifications along with many of our Account Managers are certified equipment operators.</p> <p>Custom Truck holds applicable state Dealer Licenses and Motor Carrier Permits where applicable.</p> <p>The Quality Management System of Custom Truck One Source (Kansas City HQ location) is ISO 9001-2015 certified. ISO 9001:2015 certification confirms that Custom Truck has a structured Quality Management System (QMS) in place to consistently meet customer requirements and improve satisfaction. It requires leadership commitment, risk-based planning, clear quality objectives, adequate resources, and strong communication. The standard covers operational processes such as design, production, supplier management, and service delivery, as well as performance monitoring through audits, customer feedback, and management reviews. Continuous improvement, corrective actions, and innovation are also emphasized. In short, it ensures that Custom Truck is systematically managing quality, minimizing risks, and striving for ongoing improvement.</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>There have been no disbarment or suspensions for CTOS in the last seven years.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>2015 - 2019 CTOS acquires seven other companies to broaden the "up-fitter" variation of products offered.</p> <p>2018 CTOS purchases Terex Utility Division to better service the utility and forestry industries.</p> <p>2018 CTOS purchases Load King, a heavy equipment trailer manufacturer.</p> <p>2018 FCC is recognized as one of the Top 3 Small Business Sub Contractors in the United State by the U.S. Small Business Administration.</p> <p>2018 FCC named #1 Small Business Prime Contractor in the southeastern 14 states by the U.S. Small Business Administration.</p> <p>2018 Clark Ricke, FCC, recognized as the "Distinguished Difference Maker" by NJPA.</p> <p>2018 Clark Ricke is the first inductee into the Caterpillar "Hall of Fame" for governmental leadership.</p> <p>2019 CTOS introduces the Stinger Boom Truck, a manufactured boom truck by CTOS using Terex and Load King's engineering.</p> <p>2019 CTOS introduces the Voyager Series Service Trucks.</p> <p>2019 CTOS given the "Guardian Award" for Veteran employment efforts.</p> <p>2019 CTOS recognized in the "Ingrams Corporate Report" as one of the Top 100 Fast Growing Businesses.</p> <p>2019 CTOS awarded the Kansas City "Capstone Award", given to companies for their investment in real estate and the betterment of the community.</p> <p>2019 FCC re-certified by the U.S. Veterans Administration as a "Certified Service-Disabled Veteran Owned Small Business".</p> <p>2019 FCC re-certified as a Historically Underutilized Small Business Vendor (HUB Zone)</p> <p>2020 CTOS awarded the Kansas City "Champions of Business" Award.</p> <p>2022 CTOS awarded the "Best Companies to work for in the Kansas City Area" by Ingrams.</p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>5-7%</p>	*

22	What percentage of your sales are to the education sector in the past three years?	<1%	*
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?	BuyBoard Purchasing Cooperative - \$1M to \$2M over the past three years.	*
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?	None	*

**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 *	
Pacific Gas & Electric	Thomas Webster	(628) 219-3313	*
Missouri DOT	Ashten Lorts	(573) 751-3685	*
Texas Department of Criminal Justice	Catherine Cain	(936) 437-3866	*

**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 *	
26	Sales force.	<p>Custom Truck employees over 150+ Salespersons across North America and Canada who are dedicated to supporting the commercial and government sales within their respective regions.</p> <p>Custom Truck’s Account managers primary focus is to build and maintain strong client relationships while ensuring their needs are met and aligned with company goals. They serve as the main point of contact for communications, problem-solving, and fostering trust and loyalty with their clients. Account Managers drive retention, identify growth opportunities through cross-selling, and coordinate with internal teams to deliver seamless service. Their ultimate goal is to creat long-term partnerships that support client success.</p> <p>There is no cross-over between our service and sales force.</p> <p>Each of Custom Truck’s locations are staffed with a Sales/Rental Coordinator that is available to assist during normal business hours and an Account Manager that can be reach 24/7.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>We have access to our vast supplier’s distributor/dealer networks on top of our standard offering.</p> <p>Other authorized repair centers for parts, tools, and accessories include Huskie Tools, Columbus McKinnon, Stanley Infrastructure, Greenlee, and Burndy.</p> <p>With 40+ locations reaching from coast to coast, and our dedicated team, we have access to a more diversified fleet of equipment and parts that any of our competitors in the industry, making Custom Truck One Source the first dedicated single-source provider.</p> <p>Please see the attached list of Custom Truck Locations that are strategically placed to offer the best service and support to our customers.</p> <p>We do not use a dealer network per se due to our national footprint for sales, rentals &amp; service. However, we do have over 250 “key suppliers” that enable us to produce turn-key units, servicing, and parts support. Additional sales and service support is also given to us by these key vendors as needed. Key equipment suppliers include Terex, Time Manufacturing, Hogg &amp; Davis, Condux, Reelstrong, and Load King Manufacturing.</p>	*

28	Service force.	<p>Custom Truck One Source sets the standard for excellence with our impressive facilities, expert staff, and round-the-clock customer support. Our state-of-the-art production and service bays number over 575, providing ample space for repairs, maintenance, and custom fabrication. In addition, our team includes over 755 production and service experts who are dedicated to ensuring that your equipment is running at peak performance.</p> <p>Our experts are available both in-house and in the field, ready to provide hands-on support wherever you need it. Custom Truck's proprietary service call-in center (CINC) delivers nationwide access to local service. Available 24/7 and manned by 150+ in-house equipment technicians, the CINC serves an unparalleled level of service throughout our premier network of facilities, located strategically across North America for optimal aftermarket repair and maintenance support.</p> <p>At Custom Truck One Source, we take pride in providing our customers with top-quality service and support. Whether you need routine maintenance, emergency repairs, or custom solutions, we have the expertise and resources to keep you up and running. 390+ Expert Service and Productions Technicians In-House and in the Field.</p> <p>40+ service locations, across the USA and Canada, ensure you are not far from a factory-authorized servicing center.</p> <p>We've aligned our unsurpassed range of equipment with an equally extensive inventory of chassis and equipment parts, available in-house and for overnight delivery to help keep our customers up and running.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Our ordering process is similar in respect to purchasing new equipment and purchasing parts, tools, and accessories. All quotes and orders are handled directly by Custom Truck representatives.</p> <p>When an Agency is ready to purchase equipment, the Account Manager serves as the primary point of contact. They coordinate with Product Specialists to obtain quotes and lead times from the manufacturer, then provide that information back to the Agency. Since Custom Truck is a factory-direct company, we prefer that Sourcewell members issue purchase orders directly to us. In some cases, equipment may be turn-key ready and immediately available at the time of the Agency's request.</p> <p>As a one-stop for commercial truck parts in the contiguous United States and Canada, Custom Truck One Source offers a smooth online ordering process with convenient pickup options. Agencies can browse our site to find the parts needed for their vehicle needs. Add each part you need to your request, then submit it for a comprehensive quote. We'll fulfill your order at the nearest Custom Truck One Source location, where agencies can pick it up or have us deliver it.</p> <p>Custom Truck has the reporting capabilities to be able to track orders against a Sourcewell contract in order to report sales data to Sourcewell.</p> <p>Sourcewell members are also able to requests quotes through our website at <a href="http://www.customtruck.com">www.customtruck.com</a>.</p>
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>With 24/7 monitoring by equipment experts, the service process is initiated immediately, day or night. Calls coming in are responded to within minutes, 94% of parts are available within one day, and field service trucks are on site within one day. Our experts are available both in-house and in the field, ready to provide hands-on support wherever you need it. Custom Truck's proprietary service call-in center (CINC) delivers nationwide access to local service.</p> <p>Available 24/7 and manned by 150+ in-house equipment technicians, the CINC serves an unparalleled level of service throughout our premier network of facilities, located strategically across North America for optimal aftermarket repair and maintenance support.</p> <p>CTOS company culture dictates that quality comes first; on time response and service expectations met by the end user. CTOS can also perform warranty work for 250 vendors that participate in the "turn-key" end products.</p> <p>Account Managers are always accessible via email or cell phone as alternative points of contact. In the event of natural disasters, Custom Truck is committed to supporting recovery efforts by relocating assets as needed to better assist and manage clean-up operations.</p>

31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	<p>CTOS is willing and ability to deliver product and service anywhere in the United States and Canada including international shipping capabilities.</p> <p>Our approach is to become a critical supplier and partner to Sourcwell participating entities. By being chosen to be the key utility supplier, CTOS's business model will provide superior equipment availability and service levels while maintaining a highly competitive cost structure.</p> <ul style="list-style-type: none"> <li>• CTOS can serve as a "one-stop-shop" provider to Sourcwell and its members, offering a diverse array of specialty utility equipment that align with the requested products in the RFP</li> <li>• CTOS fleet is aligned with safety in mind first and Sourcwell and its members demand both by equipment type, parts, and tools.</li> <li>• Sustainable fleet investment allows NESCO to control costs which keep us extremely competitive</li> </ul>	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>CTOS is willing and ability to deliver product and service anywhere in the United States and Canada including international shipping capabilities.</p> <p>Our Canada locations offers significant opportunities to bring the "one stop shop" model to the Canadian market and a robust aftermarket parts and services network, providing service to both existing and new customers. A variety of new and used equipment is available for sale at these locations as well as access to thousands of pieces of equipment from the US.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no geographic areas in the United States or Canada that CTOS cannot service.	*
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.	There are no account types of Participating Entities that will not have full access to our solutions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	All Terms & Conditions would remain the same, except for delivery times would be extended and freight rates will be quote at the time of order. The negotiated pricing is the best avenue to use for Sourcwell Entities.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Custom Truck would be willing to extend terms to these nonprofit entities.	*

**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>Custom Truck's integrated digital, content &amp; traditional omni-channel marketing strategies are designed to maximize awareness and adoption of contract opportunities:</p> <ul style="list-style-type: none"> <li>a. Segment-Specific Messaging – Campaigns will be tailored to multiple equipment buyer personas (utility, telecom, forestry, construction, etc.) using decision-journey mapping to ensure that Sourcewell's value proposition resonates with each unique audience.</li> <li>b. Sales Enablement – We will create turnkey assets for our sales team, including flyers, product sheets, case studies, and contract FAQs, ensuring they can communicate Sourcewell contract benefits clearly to end-users.</li> <li>c. Omni-Channel Digital Marketing – The value created by a Custom Truck and Sourcewell partnership will be clearly conveyed in omni-channel digital campaigns leveraging a vast range of high-performing digital channels, including Paid media, retargeting, social media, email campaigns, and more.                             <ul style="list-style-type: none"> <li>i. Social Media Promotion – Contract opportunities will be amplified through coordinated campaigns across LinkedIn, Facebook, and industry platforms, using tailored creative and sponsored content to reach Sourcewell's government, education, and non-profit audience.</li> <li>ii. Targeted Email &amp; Automation – Personalized email campaigns will highlight Sourcewell benefits by segment (utility, telecom, forestry, etc.), leveraging automated workflows and persona-driven messaging.</li> </ul> </li> <li>d. Analytics &amp; Continuous Optimization – Real-time reporting dashboards will monitor digital touchpoints, allowing us to dynamically adjust campaigns to maximize contract adoption and ROI.</li> <li>e. Events &amp; Webinars – Representative equipment demos, trade show features, and digital webinars will include Sourcewell contract messaging, ensuring customers can see firsthand how to leverage cooperative purchasing.</li> </ul>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Advanced Digital Ecosystem – We built and manage a proprietary API-fed online marketplace at <a href="http://www.customtruck.com">www.customtruck.com</a>. Our website is "dynamic" in its real-time feed of online inventory, which is also able to be fed to several high-ranking third-party online marketplaces. Our website is also regularly audited for User Experience (UX/UI), mobile interfacing, conversion optimization, and opportunities for technological improvement. Custom Truck has integrated CRM and Marketing Automation software to all front-and-back-end aspects of the website, ensuring integrated</p> <ul style="list-style-type: none"> <li>a. We organize all existing and prospective customer data within our proprietary CRM environment, ensuring every contact earned from ongoing inbound and outbound marketing efforts are sanitized, segmented and enriched in optimizing data accuracy and actionability. This ecosystem allows us to position Sourcewell-awarded equipment front-and-center with streamlined conversion paths.</li> <li>b. Data-Driven Targeting – We leverage SEO/SEM, metadata optimization, retargeting, and paid campaigns to capture and nurture high-intent buyers.</li> <li>c. Personalization Workflows – Customer journey mapping and personalization software enable us to serve tailored messaging based on persona, industry, and buying stage, enhancing relevance and conversion rates</li> </ul>
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>Sourcewell's Role – To provide trust, transparency, and simplified procurement to members who need vetted, competitively awarded solutions. Sourcewell's reputation validates the purchasing process for government, education, and non-profit buyers.</p> <ul style="list-style-type: none"> <li>a. Lead Generation – Sourcewell membership status will be integrated into CRM and tracked as a key attribute.</li> <li>b. Sales Training – Representatives will be trained to proactively introduce Sourcewell as a cost- and time-saving solution.</li> <li>c. Marketing Alignment – All contract-related assets will reinforce the "ease and value" of cooperative purchasing, ensuring consistency across touchpoints.</li> </ul>
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.	<p>Governmental and educational customers access our solutions through the CTOS Customer Portal, a centralized platform that streamlines the entire procurement process. The portal provides online access to order and pay for replacement parts, request quotes for new, used, and rental equipment, and track the status of orders from submission through fulfillment.</p> <p>In addition, customers can access operator and parts manuals, warranty information, and order history, ensuring critical documentation is always available. Shipment tracking, invoicing, and email confirmations are integrated into the system to provide full visibility and accountability.</p> <p>This platform has been adopted by governmental and educational entities to consolidate procurement activities, reduce administrative complexity, and improve efficiency in sourcing trucks, equipment, and parts needed for essential operations.</p>

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

Line Item	Question	Response *
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41	<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>Custom Truck will supply upon request with an initial product familiarization training (operation and servicing) conducted by an Account Manager. This product familiarization in-service is provided at no additional charge. Our equipment is delivered with operator and service manuals to also assist members on the job site in the event questions arise. Custom Truck also recognizes that untrained crew members can result in time delays. We have created "online training" in the digital world, for our more common products, to help combat these delays.</p> <p>Extensive training, classroom environment, or multiple-day training workshops are available. Fees will be based on training requirements at the time of request and will be charged at our Service Rate plus lodging and travel.</p> <p>Certified Training is available through our Factory Representatives, such as; Freightliner, Mack, Ford, Versalift, Terex, etc. for an additional cost. CTOS has "online training" for our more common products offered. This is very popular with Fleet Managers with many operators. Check out our online Training Videos here:  <a href="https://www.youtube.com/channel/UCon8Ue_yIGbpMFI_UsyIOYw">https://www.youtube.com/channel/UCon8Ue_yIGbpMFI_UsyIOYw</a></p>
42	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>At CTOS, our Engineering and Design teams are always pushing innovation in our custom unit designs. We base these designs on customer feedback and their needs in the field. CTOS offers state-of-the-art technology on everything from our decked out optioned equipment with GPS trackers, to our online customer portal.</p> <p>Our Company expanded our offering with the addition of Battle Motors electric trucks to our fleet inventory. Battle Motors are a leader in the development of electric vehicle technology, particularly in the refuse and recycling markets. Their products are another California Resources Board (CARB) emissions compliant solution for sales and rental customers. One of CTOS' strengths has always been our ability to provide the chassis that our customers want, and as more customers are looking for electric vehicle solutions, we are working with multiple partners, including Peterbilt, to provide them with such equipment.</p> <p>CTOS has developed a Lightning power takeoff (PTO) that would allow auxiliary equipment to operate when the engine is off and power some of our trucks and equipment electrically. The PTO makes operating the vehicle safer due to significant noise reduction and decreases fuel consumption by eliminating work site idling.1 These systems can be transferred from one truck to another and retrofitted to older equipment. We have tested the PTO in the field with several customers and are using telematics to assess its capabilities. CTOS has been manufacturing these PTOs and has been deploying units since 2023.</p> <p>Lightning PTO is powered by the 48V 5kWh commercial battery (Fi5.0) from IFP Motion Solutions and Vanguard, allowing customers to operate the hydraulics system without having to run the engine, which translates into fuel savings. This powerful battery offers the right amount of runtime and recharge capabilities for the technology.</p> <p>The increasing need for power helped engineer a newer model that incorporates the 48V 7kWh (Fi7) battery. With this, the Lightning PTO delivers more capacity without increasing its carbon footprint.</p> <p>Beyond Lightning PTO, other new technologies are shaping fuel delivery for the better. Some portals and apps make it easy to order fuel online. At the same time, cloud-based software solutions, mobile technologies, customer relationship management software and tank monitoring systems are all innovations that can help the industry achieve better sustainability. Custom Truck One Source has recently launched its new customer portal with the aim of simplifying business transactions for its clients. With the new portal, customers can now easily track the location of their equipment, receive updates on their service cases, check upcoming and outdated inspections, and access various reports, making it a convenient one-stop-shop for their heavy equipment needs. Additionally, the portal will soon feature an online payment and invoicing system, further streamlining the business process for customers. Please see the attached file in the Additional Documents for more information titled "CTOS Customer Portal".</p>

<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>Please reference the attached article in conjunction with our response below “Green Initiatives and Emissions Regulations”</p> <p>CTOS carries many carb-compliant Tier 4 equipment, trucks that run on natural gas, and we have also been expanding our line of electric equipment. CTOS has enacted several green initiative action plans at our facilities, education, and awareness on how to limit our carbon footprint, recycling plans, etc.</p> <p>At Custom Truck One Source, we strive to help solve emission regulation challenges with our electric and electric-hybrid chassis line. Load King Lightning PTO, an electric power take-off, is an electric alternative designed to power hydraulic systems responsible for operating utility equipment. This innovation ensures the vehicle’s engine only runs during transportation and offers hybrid compatibility, allowing charging through standard 110AC outlets. It can charge while the diesel chassis is in use.</p> <p>We’ve integrated this innovative technology into various types of equipment. The advantages of Lightning PTO include:</p> <ul style="list-style-type: none"> <li>• An average of 2,000 gallons of diesel fuel savings per year</li> <li>• A reduction of roughly 44 tons of carbon dioxide (CO2) emissions per year</li> <li>• An 85% noise reduction for quieter work environments</li> <li>• Less wear and tear caused by hydraulic oil movements</li> <li>• A decreased need for vehicle maintenance</li> <li>• Minimal idle regulation compliance</li> </ul> <p>While the major reductions in diesel fuel use and CO2 emissions are valuable benefits, this technology can reduce maintenance costs significantly. Investing in this technology for your fleet will translate into notable long-term cost savings.</p> <p>A high-tech telematics and reporting dashboard enables customers to collect data on fuel savings, emission reductions and even decreasing maintenance needs. The telematics dashboard makes it possible to track fleet locations efficiently and monitor battery levels to ensure they never run flat. This technology has the potential to transform the commercial vehicle industry and positively influence climate change.</p> <p>We are in the process of centralizing our environmental compliance and leveraging the expertise and experience of our Environmental, Health, and Safety professionals to provide additional support and monitor potential issues. The regulations we must adhere to generally pertain to the release of pollutants into the air or water, and the management, storage, disposal, and exposure to hazardous substances and waste, including gasoline, diesel fuel, and motor and waste oils. Depending on local legal and regulatory requirements, we partner with local experts to produce Environmental Assessments, Environmental Impact Statements, Wetlands Evaluations, and Solid Waste/Recycling Reports. Given the material we work with, environmental compliance has always been a priority with our operations. CTOS also promotes its ESG strategy plan, a copy of our ESG report can be found attached to our proposal.</p> <p>Our day-to-day business decisions are opportunities to make positive environmental impacts. This includes considering the energy we use, how we dispose of our waste, and who we select as partners. We recognize there is always room for improvement, but we have already begun implementing certain best practices and will continue to refine our process.</p> <ul style="list-style-type: none"> <li>• We have installed solar panels at one of our facilities and are considering the expansion of this program to additional sites.</li> <li>• We partner with leading third-party vendors to isolate and safely dispose of all hazardous waste across our locations in compliance with environmental regulations.</li> <li>• We encourage our employees to make responsible recycling choices and communicate best practices through on-site informational resources.</li> <li>• We have recycling programs for paper, aluminum, wood, reusable packaging, and scrap metal, and are formalizing a waste tracking and monitoring system.</li> <li>• We control more of the painting and fabrication operations in-house rather than relying on outside vendors.</li> </ul> <p>We also initiated a process to review and quantify the greenhouse gas (GHG) emissions from our operations. The results of this assessment will serve as a resource to form a strategic plan to address our GHG emissions and further evaluate the impacts of our operations on climate change.</p>
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<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>We currently do not have any third-party issued eco labels.</p> <p>CTOS has developed a "cradle to grave" program on many of our turn-key units offered.</p> <p>Cradle: We build it. Live span is improved by maintenance programs developed for each end-user's requirements.</p> <p>Grave: We offer avenues for disposal by buy-backs, trade-ins, rebuilds, or re-purpose units. These offerings bring lower costs and efficiencies to Sourcewell members.</p> <p>Our partnership with Battle Motors, an electric vehicle and commercial equipment manufacturer, adds their full line of electric trucks to our inventory to offer customers more value. With this inspiring industry leader at our side, we also offer California Air Resources Board emissions compliance solutions for all sales and rentals, which is especially beneficial to municipal and refuse markets.</p> <p>In 2018, we partnered with Cusco, a manufacturer of quality vacuum trucks for industrial, commercial and environmental use. Cusco has over five decades of experience as an industry leader. The company's truck-mounted vacuums remove hazardous and non-hazardous waste, contributing to pollution reduction measures. With the partnership, contractors across the United States can access quality Cusco Turbovacs, Hydrovacs and industrial vacuum trucks through our lease, rental and purchase options.</p> <p>We've also partnered with Hi-Vac Corporation to become an authorized dealer of Hi-Vac Corporation's products. Hi-Vac Corporation focuses on sustainability as a core value. For over four decades, they've been providing quality products and services that address infrastructure, maintenance and cleanup challenges around the globe.</p> <p>Other partnerships we have include Toro, EZ Trac, Ring-O Matic, Tornado Global Hydraulic, UTV International, Terex Utilities, Posi Plus Technologies and a few others. Our strategic partnerships with these experts enable us to continue to develop green transportation solutions to mitigate the sector's carbon footprint.</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>Custom Truck offers a strong value creation that will be beneficial to Sourcewell Members.</p> <ul style="list-style-type: none"> <li>• Differentiated one-stop shop business model with strong unit economics for rent or buy → Best-in-class asset level returns: Rental Asset ROICS of 20%+ and Sales Margins of 15%-18%</li> <li>• Market leading specialty rental Fleet → Youngest, highest quality equipment in the industry, average age of 3.9 years old</li> <li>• Existing Long-Term Relationships with Participating Entities → Demonstrated ability to grow with Sourcewell and effectively provide equipment</li> <li>• Nationwide footprint provides superior customer service and operating flexibility → over 30 branches with more than 300 Technicians, with ability to expand further</li> <li>• Executing on a well-defined growth strategy to meet future members needs and growth → Value creation for New Members</li> <li>• 24/7 Custom Truck Call-in-Center (CIC) for quick response time regarding service and maintenance related items.</li> </ul> <p>We are committed to staying at the forefront of technological innovations in our industry as the energy transition continues and adapting our products and services to align with our ESG objectives</p> <ul style="list-style-type: none"> <li>• Developed and deployed the Lightning PTO, an electric power takeoff (ePTO) that allows for auxiliary equipment to operate when the engine is off. Eliminating work site idling results in significant noise reduction, as well as greatly reduced fuel consumption and CO2emissions</li> <li>• At the forefront of EV chassis utilization in specialty vehicles through our partnerships with Peterbilt and Battle Motors to produce all electric bucket trucks and digger derricks</li> </ul>

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

Line Item	Question	Certification	Offered	Comment
46	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 type="radio"/> Yes <input checked="" type="radio"/> No	N/A
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
54		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 *
55	Describe your payment terms and accepted payment methods.	<p>CTOS payment terms are Net 30. We accept all major credit cards, P-Cards, checks and wire transfers as payment methods.</p> <p>Invoices can be viewed and payments can be made through our customer portal. This is easily accessible through our website.</p> <p>Custom Truck has a dedicated team that can answer and respond to all payment inquiries. Inquires can be sent to AR@CUSTOMTRUCK.COM or by contracting your local Account Managers. Remittance information can be submitted to REMITS@CUSTOMTRUCK.COM and ACH payment inquiries sent to ACH@CUSTOMTRUCK.COM. These avenues allow for quick responses.</p> <p>For reference we please see the attached "Payment Instructions" attachment for more details.</p>

56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>CTOS does have a financing arm (Custom Truck Capital) with capabilities to meet the end user's needs. The leasing options can be full pay out, lease with a balloon to purchase, lease with no option to purchase, and leases with maintenance options.</p> <p>Financing equipment with Custom Truck Capital gives you flexible equipment acquisition options with a wide variety of benefits. Here are just a few of the many reasons why you should finance your next equipment acquisition through Chustom Truck Capital.</p> <ul style="list-style-type: none"> <li>• 100% Financing You can conserve cash for other needs. Soft costs such as destination charges, taxes, and other fees can be included in the financed amount.</li> <li>• Lowest Monthly Cost With financing, you have full use of the equipment with low monthly payments for the term you choose. You can profit from use of the equipment to generate income without making substantial upfront investments.</li> <li>• Conservation of Capital With 100% plus equipment financing, you are free to spend cash on other items needed to grow your businesses.</li> <li>• Fixed Payments Payments are locked in now, avoiding the risk of inflation in the future.</li> <li>• Flexible End of Term Options With certain lease structures, you have the option to purchase the equipment, trade up to new equipment, return the equipment with no further obligation or continue to make payments on a month-to-month basis, as needs may change over time.</li> <li>• Flexible Payment Structures Payment plans can be structured to meet specific cash flow needs.</li> <li>• Hedge Against Inflation Payments remain the same over the life of the original agreement, no matter how much prices or market rates may rise.</li> <li>• Manufacturer Warranties Any warranties are passed directly to you, the customer.</li> <li>• Obsolescence Protection Financing can provide the flexibility to trade up or add equipment when business demands something new.</li> <li>• Preserves Available Credit Custom Truck Capital financing doesn't tie-up existing lines of credit, so you have more available credit when you need it. Leasing may not interfere with loan covenants or other restrictions you may have with your bank.</li> <li>• Tax Benefits You may be able to deduct monthly lease payments on True Leases as an operating expense take advantage of government incentives like those offered by section 179 with a Full Payout Lease (Custom Truck Capital recommends you consult with your accountant or tax advisor for what lease best fits your tax situation).</li> <li>• Flexible Financing Terms Financing terms generally run from 24-84 months, depending on the type of equipment and are subject to standard credit review and approval.</li> </ul> <p>To learn more please visit:  <a href="https://www.customtruck.com/financing/">https://www.customtruck.com/financing/</a></p> <p>Also included is the attached "Custom Truck Financing"</p>
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>In order to create an account with Custom Truck, Agencies will be required to complete a Credit application (attached from reference) or provide a Credit Reference Sheet so we can properly set up their account. A Tax Exemption certificate will also be request of the agency.</p> <p>For equipment purchases, CTOS requires an RBO (Retail Buyers Order) document to be signed. This document is an order confirmation, please see the attached Example "Retail Buyers Order"</p> <p>There will also be a sales invoice issued that will also require a signature. Please see the "Example Sale Invoice"</p>
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>CTOS will accept P-Cards for 1.5% of the sale price, our cost for such transactions.</p>

59	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>CTOS has provided Sourcewell Member's price on the pricing schedule uploaded. We are offering a 5% discount off MRSP plus \$3.00/per mile delivery charge of all drive-away services and \$4.00/per mile for heavy semi hauls. Additional permits will be charged separately as applicable.</p> <p>Our pricing provides additional quantity discounts. Please see the attached Pricing Sheets for units and Service.</p>	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>CTOS has provided Sourcewell Member's price on the pricing schedule uploaded. We are offering a 5% discount off MRSP plus \$3.00/per mile delivery charge of all drive-away service and \$4.00/per mile for heavy semi hauls. Additional permits will be charge separately as applicable.</p> <p>Our pricing provides additional quantity discounts. Please see the attached Pricing Sheets for units and Service.</p>	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>The following volume discounts apply to units ordered that are identical:</p> <ul style="list-style-type: none"> <li>• 2-5 Units – 1% Discount</li> <li>• 6-10 Units – 1.5% Discount</li> <li>• 11-19 Units – 2% Discount</li> <li>• 20+ Units – TBD at time of order</li> </ul>	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>For all non-standard or additional items requested, CTOS will supply a quote on a case-by-case basis using a cost, plus percentage approach.</p> <p>There are many variables that enter open market pricing; fabrication, design, freight costs, and engineering approval. We have been using this pricing structure and have found it to be very acceptable to the end user.</p>	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Transportation Fees          Moving Permits          Open Market Items          1.5% P-Card Fee          Specialized or Extended Training          Carb 2022 Compliance on Equipment for California and other Opt-In States.</p>	*
64	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>Driver/Towable Units - \$3.00 per mile</p> <p>Non-Permitted Semi Units - \$4.00 per mile</p> <p>Permitted Units - Any permitted units will be quoted at time of order.</p>	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>The shipping costs to offshore territories of the United States will be negotiated at the time of quotation. Depending on the type of item and where the item is shipping from will determine freight costs at the time of quoting. A freight price will always be included on a quote.</p>	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Our equipment can be shipped direct to a participating members location at the designated transportation rates provided, or a participating member can choose to pick up the equipment at its original location at no additional charge.</p> <p>Our parts, tools, and accessories are able to be shipped factory direct, dealer direct, or to any of our branch locations for pick-up. In some cases, parts, tool, accessories might be in stock at our branch locations and available for immediate pick-up. Call any of our branch locations to check availability at any time.</p>	*
67	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>A program through Salesforce software incorporated at Custom Truck will "red flag" all quotations using the Sourcewell contract. All initial quotes will be assigned a transaction number and member number that follow Sourcewell Member quotes, all the way to the eventual sale. Once the Purchase Order is issued by the end user and received at Custom Truck, the PO will trigger the red flag for the Sourcewell administrative fee. At this point the fee will be accrued and tagged for payment every quarter. Nothing can move without a quotation number attached in our system. Order placement, billing, or payment, ensuring the Sourcewell fee is tracked.</p>	*

68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>We measure performance through PowerBI and export data from our ERP system, Fleet System and CRM applications to provide an overall reporting database and dashboard tool for our internal metrics.</p> <p>Custom Truck has a fully interactive customer portal available where service data and invoices are available to the customer. Please see the attached "CTOS Customer Portal" Attachment.</p>	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed 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.	CTOS is proposing a 1% administrative fee payable to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract.	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.

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

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used solutions if applicable, offered in the proposal.	Please see attached equipment and accessories specification sheets uploaded into the Additional Documents section.

72	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Bucket Trucks                      Forestry Bucket Trucks                      Bucket on Tracks                      Telescopic Boom Trucks                      Digger Derrick Trucks                      Digger on Tracks                      Cable Placers                      Underground Pullers                      Bullwheel Tensioners                      2k Lb. Four Drum Pullers                      4k Lb. Four Drum Pullers                      3k Lb. Single Drum Pullers                      4k Lb. Single Drum Pullers                      6k Lb. Single Drum Pullers                      10k Lb. Single Drum Pullers                      5,500 Lb. Puller/Tensioners                      5,600 Lb. Puller/Tensioners                      11,240 Lb. Puller/Tensioners                      20,240 Lb. Puller/Tensioners                      22,480 Lb. Puller/Tensioners                      31,500 Lb. Puller/Tensioners                      Power Reel Trailers                      60" Breakaway Reels                      80" Breakaway Reels                      96" Breakaway Reels                      75" Split Reels                      Reel/Cargo/Power Wind Trailers                      Single Coil Pipe Trailers                      Single Reel Turret Trailers                      Single Reel Power Reel Trailers                      Two Reel Cargo Trailers                      Three Reel Trailers w/ Brakes                      Three Reel Turret Trailers w/ Brakes                      Four Reel Trailers w/ Brakes                      Reel Stands                      Hydraulic Reel Stands                      Hydraulic Reel Winder Skids                      Stringing Blocks                      Cross Arm Brackets                      Y-Balls                      Bolt Cutters                      Cable Cutters                      Wire Pulling Hooks                      Universal Tools and Tool Attachments                      Clamps</p>
73	<p>Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.</p>	<p>The Custom Truck Brand equipment warranties cover all products, parts, and labor for one year. (Items Not Covered: operator abuse, tires, and blatant machine applications not intended for the machine).</p> <p>Our other manufacturers' equipment warranties (such as chassis) only come with the standard manufacture warranties, to the extent that there may be any warranty in existence from any manufacturer.</p> <p>Warranties passed through from Chassis manufacturers do have a use agreement. Some component manufacturers have clauses around normal wear that may impact coverage in extreme situations.</p> <p>Custom Truck One Source has a broad and diverse product portfolio. Warranties vary depending on the OEM. In certain cases, travel time and mileage will be covered by the warranty.</p> <p>There are no geographical regions to which CTOS will not be able to perform warranty repairs.</p>

74	Describe any service contract options or extended warranties being offered with your proposal.	<p>Preventive Maintenance Programs can be negotiated for each product with our Sales team associates at the time of ordering. This also includes Extended Warranties and Buy-Back Options.</p> <p>CTOS will service all equipment sold by us, apart from select cab/chassis and tools/accessories where the manufacturer will perform repairs within their standard warranty.</p> <p>CTOS has warranty agreements with Freightliner, Peterbilt and RAM to perform certain warranty repair work.</p> <p>CTOS strives to keep an open line of communication between our Sales teams and the customer. Should items arrive defective or not as expected please reach out to your CTOS Sales contact to assess on a case-by-case basis.</p> <p>Preventive Maintenance Programs can be negotiated for each product with our Sales team associates at the time of ordering. This also includes Extended Warranties and Buy-Back Options.</p>
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**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
75	Aerial lifts, towers, buckets, and platforms of all types, such as telescopic, articulated, mast, boom, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Aerial lifts, towers, buckets, and platforms of all types, such as telescopic, articulated, mast, boom, etc.
76	Digger derricks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Digger derricks
77	Cable placing, pulling, and tensioning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cable placing, pulling, and tensioning equipment
78	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers
79	Accessories, supplies, replacement parts, and services; utility locating equipment; related to the offering of the solutions in subsections 75 - 78 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Accessories, supplies, replacement parts, and services; utility locating equipment; related to the offering of the solutions in subsections 75 - 78 above

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

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

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

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - 2026 Sourcewell Member Pricing.zip - Thursday September 11, 2025 14:05:13
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Thursday September 11, 2025 13:17:24
- [Marketing Plan/Samples](#) - Marketing Plan Samples.zip - Thursday September 11, 2025 09:46:58
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE-MBE-SBE or Related Certificates.zip - Thursday September 11, 2025 14:05:50
- [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Thursday September 11, 2025 10:24:55
- [Requested Exceptions](#) - Requested Exceptions.zip - Thursday September 11, 2025 14:06:10
- [Upload Additional Document](#) - Upload Additional Documents.zip - Thursday September 11, 2025 13:59:28

## 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. - Jenna Maller, Director, National & Government Compliance, Custom Truck One Source, Inc

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Public_Utility_Equipment_RFP_091125 Mon August 4 2025 05:46 PM	<input checked="" type="checkbox"/>	1