Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

MASTER AGREEMENT #062526
CATEGORY: Trailers with Related Equipment and Services
SUPPLIER: LDJ Manufacturing, Inc. dba Thunder Creek Equipment

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and LDJ Manufacturing, Inc. dba Thunder Creek Equipment, 1833 Hwy 163, Pella, IA 50219 (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 I: General Terms

The General Terms in this Article I 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 II), and between Supplier and Participating Entity (Article III), respectively. These Article I 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.

A. **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.

B. **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.

C. **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 and respective funding source restrictions. Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing Sourcewell's Cooperative Purchasing Program Master Agreements.

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

D. **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.

E. **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 October 27,2030, unless it is cancelled or extended as defined in this Agreement.

1. **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.

2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

F. **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.

1. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #062526 ("RFP") to Participating Entities. In Scope solutions include:

   Sourcewell is seeking proposals for towable Trailers with Related Equipment and Services, including but not limited to those listed under the categories below.

   If a proposer can demonstrate they are *only* able to provide the solutions listed under Category 2, they would select Category 2; and provide <u>one</u> response under Category 2.

   Category 2

   a. Specialty, Operation & Support Trailers
      i. Mobile office
      ii. Refrigerated
      iii. Mobile command station
      iv. Incident response

   Proposers may include directly related equipment, accessories, and services to the extent that they are complementary to the primary solutions being proposed.

2. This solicitation should NOT be construed to include trailers not intended for highway travel.

G. **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.

H. **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

I. **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.

J. **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.

K. **Open Market.** Supplier's open market pricing process is included within its Proposal.

L. **Supplier Representations:**

1. **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.

2. **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.

3. **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.

M. **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.

N. **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.

O. **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).**

1. Sourcewell issued the RFP for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entities. Sourcewell did not issue the RFP or award any master agreement under a federal award. Participating Entities are responsible for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements.

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

2. Participating Entities that are Recipients or Subrecipients of 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. The terms and conditions of Attachment 1 apply when a Participating Entity accesses Supplier's Included Solutions using FEMA funding sources and to other federal funding sources, as applicable. Participating Entities may have additional requirements based on specific funding source terms or conditions. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.
    - All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing Included Solutions under this Agreement;
    - All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
    - All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the Included Solutions;
    - None of the references should be interpreted as reference to Sourcewell; and
    - None of the terms or conditions within this Section should be interpreted to obligate Sourcewell in any way.

Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing this Master Agreement.

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.

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

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

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.

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

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.

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.

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

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

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.

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).

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.

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.

BUY AMERICAN PROVISIONS COMPLIANCE. Sourcewell issues solicitations for indefinite quantity cooperative purchasing master agreements which are made available to eligible public agencies. Sourcewell does not issue its solicitations or award its master agreements under any federal award, or specifically under any federal procurement standards related to Buy American or domestic preference. When utilizing federal funding, non-federal entities maintain responsibility for compliance with any specific requirements of the funding award including Buy American. Agencies should specifically verify whether the prospective purchasing implicates Buy American or other domestic preference requirements prior to executing any transaction document with suppliers. When domestic preference requirements are applicable, purchasing agencies must notify suppliers of requirements and either apply the appropriate preferences or secure an appropriate exemption and properly document the process prior to completing a purchase. 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.

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

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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.

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.

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.

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.

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.

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.

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.

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.

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

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. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.

Article II:
Sourcewell and Supplier Obligations

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

A. **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.

B. **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.

C. **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.

D. **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.

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

E. **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.

F. **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;

G. **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.

H. **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.

I. **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.

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

J. **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.

K. **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.

L. **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.

M. **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.

N. **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.

O. **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.

P. **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.

Q. **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.

R. **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

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

S. **Grant of License.**

1. During the term of this Agreement:

a. **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.

b. **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.

2. **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.

3. Use; Quality Control.

a. 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.

b. 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.

4. **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.

T. **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

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

Participating Entity to negotiate this term to within any transaction documents.

U. **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.

V. **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:

1. **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

2. **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.

3. **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.

4. **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.

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

5. **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.

W. **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.

X. **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 III:
Supplier Obligations to Participating Entities

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

A. **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. 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.

B. **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. Participating Entities are encouraged to establish flexibility delivery schedules whenever possible.

C. **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.

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

D. **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.

E. **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.

F. **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.

G. **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.

H. **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	LDJ Manufacturing, Inc. dba Thunder Creek Equipment
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Larry Lea 124A9B1C698B47B...
By: _____	By: _____
Jeremy Schwartz	Larry Lea
Title: Chief Procurement Officer	Title: Vice President of Sales
Date: 10/20/2026 | 10:33 AM CDT	Date: 10/20/2026 | 10:23 AM CDT

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

ATTACHMENT 1

PROVISIONS FOR PARTICIPATING ENTITIES' PROCUREMENTS UNDER UNITED STATES FEDERAL GRANT-FUNDED AWARDS AND FEMA AWARDS

Sourcewell's Cooperative Purchasing Program Master Agreements are available to Participating Entities. A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding, including through the Federal Emergency Management Agency (FEMA), to purchase solutions from the Master 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. Accordingly, Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing the Master Agreement.

Within this Attachment:

- All references to "federal" should be interpreted to mean the United States federal government. All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing the Master Agreement;
- All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
- All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the solutions under the Master Agreement;
- None of the references should be interpreted as reference to Sourcewell; and
- None of the terms or conditions within this Attachment should be interpreted to obligate Sourcewell in any way.

The following terms and conditions apply when a Participating Entity accesses Supplier's solutions under the Master Agreement using United States federal funding sources.

A. **Davis-Bacon Act, As Amended (40 U.C.S. § 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, Suppliers 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, Suppliers 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

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

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, "Suppliers 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 Supplier 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 be in compliance with all applicable Davis-Bacon Act provisions.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

B. **Copeland "Anit-Kickback" Act.**

1. **Supplier**. The Supplier shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

2. **Subcontracts**. The Supplier or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. **Breach**. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Supplier and subcontractor as provided in 29 C.F.R. § 5.12.

C. **Contract Work Hours And Safety Standards Act (40 U.S.C. § 3701-3708).**

1. **Overtime requirements.** No Supplier or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages**. In the event **of any violation of the** clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5) the Supplier and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Supplier and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5), in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5).

3. **Withholding for unpaid wages and liquidated damages**. The grant recipient or sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Supplier or subcontractor under any such contract or any other federal contract with the same prime Supplier, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Supplier, such sums as may be determined to be necessary to satisfy any liabilities of such Supplier or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. §5.5).

4. **Subcontracts**. The Supplier or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. §5.5) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section (29 C.F.R. §5.5).
Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

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

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

E. **Clean Air Act (42 U.S.C. § 7401-7671q.) And The Federal Water Pollution Control Act (33 U.S.C. § 1251-1387).**
Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

F. **Debarment And Suspension (Executive Orders 12549 And 12689).**
A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 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.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).**
Suppliers who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

If applicable, Suppliers must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000:

"APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Supplier,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Supplier's Authorized Official

_____

Name and Title of Supplier's Authorized Official

_____

Date

H. **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.

I. **Energy Policy And Conservation Act Compliance.**
To the extent applicable, Supplier must comply with the mandatory standards and policies relating to

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **Buy American Provisions Compliance.**
Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. 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.

K. **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 Contract 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. (For FEMA funded projects see paragraph X.)

L. **Procurement of Recovered Materials (2 C.F.R. § 200.322).**
A non-federal entity that is a state agency or agency of a political subdivision of a state and its Suppliers 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.

M. **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. (For FEMA funded projects see paragraph X.)

N. **No Obligation** by **Federal Government.**
The U.S. federal government is not a party to this Contract 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 Contract or any purchase by an authorized user.

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

O. **Program Fraud and False or Fraudulent Statements or Related Acts.**
The Supplier acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **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**.**

Q. **Conflicts Of Interest.**
The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract 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.

R. **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.

S. **Prohibition On Certain Telecommunications** a**nd Video Surveillance Services** o**r Equipment.**
To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216. (For FEMA funded projects see paragraph X.)

T. **Domestic Preferences** f**or Procurements.**
To the extent applicable, Supplier certifies that during the term of this Contract, and any underlying contracts with Participating Entities, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

U. **Build America, Buy America Act (BABAA).**
Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal awarding agency.

V. **Partnerships with Faith-Based and Neighborhood Organizations (Executive Order 14015, Feb. 14, 2021; Federal Register, Vol. 89, No. 43).**

A faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

A faith-based organization may not use direct Federal financial assistance from Participating Entity and/or the federal government to support or engage in any explicitly religious activities except when consistent with the Establishment Clause and any other applicable requirements. An organization, business, non-profit organization, partnership, limited liability corporation or partnership, corporation, individual, or other entity receiving Federal financial assistance also may not, in providing services funded by Participating Entity and/or the federal government, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

All organizations receiving federal money through Participating Entity to provide social services shall provide the following notice, in substance, to beneficiaries of the protections listed herein:

> "Name of Organization:
> Name of Program:
> Contact Information for Federal Grant Program Office (name, phone number, and email address, if appropriate):
>
> Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that:
>
> - We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
>
> - We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that may be offered by our organization, and any participation by you in such activities must be purely voluntary;

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

- We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance

- You may report violations of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the grant program office using the contact information set forth above; and

- If you would like to seek information about whether there are any other federally funded organizations that provide these kinds of services in our area, please use the contact information set forth above.

This written notice must be given to you before you enroll in the program or receive services from the program, unless the nature of the service provided or exigent circumstances make it impracticable to provide the actual service. In such an instance, this notice must be given to you at the earliest available opportunity."

W. **Additional FEMA Recommended Provisions:**

1. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (3) of this clause applies, the contractor and its **subcontractors** may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

(b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

i. This clause does not prohibit Suppliers from providing—

(a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

(a) Covered telecommunications equipment or services that:

(1) Are not used as a substantial or essential component of any system; and

(2) Are not used as critical technology of any system.

(b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

i. In the event the Supplier identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Supplier is notified of such by a subcontractor at any tier or by any other source, the Supplier shall report the information in paragraph d.ii. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

reporting the information.

ii. The **Supplier** shall report the following information pursuant to paragraph d.i of this clause:

(a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(b) Within 10 business days of submitting the information in paragraph d.ii.(b) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Supplier shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

2. **Subcontracts.** The Supplier shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

a. **Access to Records.** The Supplier agrees to provide (insert name of participating entity), (insert name of pass- through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

i. The Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

ii. The Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

b. **DHS Seal, Logo, and Flags.** The Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Supplier shall include this provision in any subcontracts.

c. **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

d. **Copyright and Data Rights.**
License and Delivery of Works Subject to Copyright and Data Rights.

The Supplier grants to the (insert name of participating entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Supplier will identify such data and grant to the (insert name of participating entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Supplier will deliver to the (insert name of participating entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of participating entity).

e. **Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts**
Build America, Buy America Act Preference.

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

RFP 062526 - Trailers with Related Equipment and Services

Vendor Details

Company Name:	LDJ Manufacturing Inc
Does your company conduct business under any other name? If yes, please state:	Thunder Creek Equipment
Address:	1833 HWY 163 Pella, IA 50219
Contact:	Shawna Hayes
Email:	shawnah@thundercreek.com
Phone:	405-820-4835
HST#:	42-1505338

Submission Details

Created On:	Tuesday May 26, 2026 15:04:12
Submitted On:	Tuesday June 23, 2026 08:00:31
Submitted By:	Colton Probasco
Email:	coltonp@ldj-products.com
Transaction #:	0699ed44-3e66-4ea0-b7f1-0dc2ed3add88
Submitter's IP Address:	10.13.0.11

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

Specifications

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

General Instructions (applies to all Tables) Provide a concise response to each question. Do not attach additional documents to your response without providing a substantive response within the Specification Tables; attachments should be SUPPLEMENTAL to your answers. Do not leave answers blank; respond “N/A” if the question does not apply to your organization and include an explanation why it does not apply.

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, DBA, 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. Entities that have not been awarded will not be added to an existing master agreement through the affiliation of the Proposer’s corporate organization.

#	Question	Response *	
1	Provide the legal entity name of the Proposer authorized to submit this Proposal.	LDJ Manufacturing, Inc.	*
2	In the event of award, is the entity named in Line Item 1, the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, DBA, authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal.	DBA Thunder Creek Equipment	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 56VC3 Unique Entity Identifier: K4ENJWSATU89	*
5	Provide your NAICS code applicable to Solutions proposed.	332420 Metal Tank, Heavy Gauge, Manufacturing 336211 Motor Vehicle Body Manufacturing 336212 Truck Trailer Manufacturing 333120 Construction Machinery Manufacturing 333111 Farm Machinery and Equipment Manufacturing	
6	Proposer Physical Address:	1833 Hwy 163 Pella, IA 50219	*
7	Proposer website address (or addresses):	www.thundercreek.com www.ldj-products.com	*
8	Identify the Proposer's Authorized Representative, include name, title, address, email address, and phone number. The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer.	Larry Lea Vice President of Sales 1833 Hwy 163, Pella, IA 50219 larryl@thundercreek.com (641) 620-4090	*
9	Identify the Proposer's primary contact for this proposal, include name, title, address, email	Colton Probasco Sales Operations Manager	*

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

	address, and phone number:	1833 Hwy 163, Pella, IA 50219 coltonp@ldj-products.com (641) 620-4025	
10	Identify the Proposer's other contacts for this proposal, if any, include name, title, address, email address, and phone number.	Greg Clark Vice President of Finance 1833 Hwy 163, Pella, IA 50219 gregc@ldj-products.com (641) 620-4046 Ben Cox President 1833 Hwy 163, Pella, IA 50219 benc@ldj-products.com (641) 620-4035	*

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

#	Question	Response *	
11	Provide a brief history of your company and industry longevity related to the requested Solutions.	The Thunder Creek Equipment brand was born on a small family farm in rural Iowa, and built by people who understand the challenges of keeping equipment operating in the field. Thunder Creek was founded on a drive to create practical solutions for the hardworking Americans who feed and build this nation. Parent company LDJ Manufacturing was established in 1995 by founder Loren Van Wyk and his family as a small fabrication operation supporting their Iowa farming business. In 2009, while searching for a safer and more efficient way to fuel equipment in the field, the family designed and built the first Thunder Creek Fuel Trailer for their own operation. What began as a solution to a real-world challenge quickly evolved into an entirely new category of mobile fueling and field service equipment. Demand for the product grew rapidly as customers across agriculture, construction, transportation, utilities, and other industries recognized the operational efficiencies it delivered. Over the next 15 years, Thunder Creek expanded from a single fuel trailer into a comprehensive lineup of patented, award-winning mobile fueling and field service solutions, including trailers, truck upfits, and skids designed to safely transport, dispense, and manage fuel, DEF, and service fluids while improving productivity and reducing equipment downtime in the field. In 2022, LDJ Manufacturing transitioned to an Employee Stock Ownership Plan (ESOP), entrusting ownership of the company to its employees. This structure reinforces a culture of accountability, craftsmanship, and long-term thinking, ensuring that the people building and supporting Thunder Creek products are personally invested in the company's continued success.	*

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

		As the company has grown, Thunder Creek has continued to invest in advanced manufacturing technologies, robotics, automation, and process improvements. These investments improve manufacturing precision, consistency, efficiency, and scalability while helping ensure customers receive durable, high-quality products backed by dependable support. Today, Thunder Creek employs more than 100 people and supports customers throughout the United States, with thousands of units operating in the field. With more than 30 years of manufacturing experience and over 15 years dedicated to mobile fueling and field service solutions, Thunder Creek continues to innovate with a singular objective: improving operational efficiency for the organizations that rely on its equipment. By combining practical solutions, advanced manufacturing capabilities, and employee ownership, the company delivers reliable products and long-term value to customers across the United States.	
12	Describe what specific outcomes or deliverables your company anticipates upon receiving an award from Sourcewell.	Upon receiving a Sourcewell award, Thunder Creek Equipment anticipates expanding and easing access to our mobile fueling, lubrication, and field service solutions for Sourcewell members throughout the United States. Our primary objective is to provide government agencies, educational institutions, utilities, public works departments, transportation organizations, and other fleet-based operations with a streamlined procurement pathway for acquiring high-quality equipment that improves operational efficiency and reduces equipment downtime. Thunder Creek expects Sourcewell members to benefit from competitively solicited pricing, simplified purchasing processes, factory-backed support, and access to our nationwide dealer and service network. By leveraging Thunder Creek's mobile fueling and maintenance solutions, organizations can reduce non-productive travel time, improve fleet utilization, enhance jobsite productivity, and lower the total cost of equipment operation. In addition, Thunder Creek anticipates increasing its presence within the government and public-sector markets, allowing us to further invest in product innovation, dealer development, and training resources that benefit Sourcewell members. Through this partnership, Thunder Creek seeks to establish long-term relationships with Sourcewell agencies while delivering measurable value, reliable equipment, and exceptional customer support throughout the lifecycle of our products.	*
13	Provide non-confidential indicators that demonstrate your organization’s financial strength and long-term stability. Acceptable examples include such items as: • Annual revenue range	LDJ Manufacturing, Inc. was incorporated on January 12, 2000 and has maintained continuous operations for more than 25 years. Since launching the Thunder Creek Equipment product line in 2009, the company has experienced sustained growth, expanding from its original mobile fueling trailer offerings to a comprehensive portfolio of fueling, fluid handling, lubrication, and preventative maintenance solutions.	*

	(select a range—do not provide confidential statements) • Years in business • Publicly available SEC filings (if applicable) • Third party credit scores or ratings (e.g., D&B, bond ratings) • Letters of credit or financial backing from a banking institution Upload supporting documents (as applicable in the document upload section of your response). DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. Refer to RFP Section VI. Subsection E. Disposition of Proposals.	The company's long-term stability is demonstrated by its continued investment in facilities, employees, intellectual properties, and product development. To support increasing customer demand, LDJ Manufacturing has completed multiple facility expansions, including major building additions in 2006, 2012, and 2023. These investments have increased manufacturing capacity and reflect the company's commitment to long-term growth and operational excellence. Thunder Creek Equipment serves customers throughout the United States through an established nationwide dealer network and direct sales organization. Supported by over 100 employees and approximately 125,000 square feet of manufacturing space in Pella, Iowa, the organization has developed a strong reputation for quality, innovation, and customer support across commercial, industrial, construction, agricultural, utility, and government markets. When LDJ Manufacturing transitioned to an Employee Stock Ownership Plan (ESOP) in 2022, it further strengthened the company's long-term stability and aligned employee interests with the continued success of the organization. The ESOP structure promotes employee engagement, retention, and a long-term perspective on sustainable growth. Additional indicators of organizational strength and stability include: - More than 25 years of continuous business operations. - Nationwide sales and service coverage. - 118 employees supporting manufacturing, sales, engineering, customer service, and operations. - Approximately 125,000 square feet of manufacturing space. - Multiple facility expansions completed with more planned to support growth. - Highly engaged employee ownership through an ESOP structure. - Continued investment in manufacturing capacity, product innovation, and customer support. - 5 year CAGR for Industrial business of 26% LDJ Manufacturing remains committed to long-term investment in its people, facilities, products, and customers, positioning the company to provide reliable support and service to Sourcewell participating entities throughout the term of any resulting agreement.	
14	Describe your US market share for your proposed Solutions. OR Provide the number of US Education and Government entities you have served over the past three (3) years, along with the total number	Thunder Creek estimates that it holds approximately 51% of the U.S. market for fuel and service trailers under 1,000 gallons designed to transport diesel fuel and/or lubricants. Based on projected 2026 sales of approximately 1,500 units and an estimated total market volume of 2,925 units, Thunder Creek's market share is estimated to range between 50.4% and 52.1%. Because comprehensive industry production data is not publicly available for this market segment, this estimate was developed using Thunder Creek's internal sales data combined with market intelligence regarding competitor operations, including publicly	*

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

	of states where you have made sales.	available information related to manufacturing capacity, distribution networks, market presence, and observed production activity. While the estimate is directional in nature, Thunder Creek believes it accurately reflects the company's position as the market leader within this product category. The company's market presence has been built through more than fifteen years of product innovation, customer adoption, and nationwide dealer support serving construction, public works, utilities, transportation, agriculture, equipment rental, and other equipment-intensive industries throughout the US. For Sourcewell participating entities, this market leadership provides confidence that Thunder Creek offers a proven and widely adopted solution supported by extensive industry experience, operational expertise, and long-term customer support capabilities.	
15	Describe your Canadian market share for your proposed Solutions. OR Provide the number of Canadian Education and Government entities you have served over the past three (3) years, along with the total number of provinces where you have made sales.	Thunder Creek Equipment currently provides sales, service, and support throughout the United States. We do not currently sell products in Canada, as our products have been designed and certified to meet U.S. regulatory requirements and have not been certified for compliance with applicable Canadian standards.	*
16	Does your organization have any ongoing or completed bankruptcy proceedings, or have you been included as a possible Responsible Party within the past seven years? If yes, please explain. The proposer must provide notice in writing to Sourcewell if it enters bankruptcy proceedings at any time during the pendency of this RFP.	Thunder Creek Equipment has had no bankruptcy proceedings or inclusion as a Responsible Party.	*
17	Does your organization have any current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years? If so, please explain. Proposer must provide notice in writing	Thunder Creek Equipment does not have current or past debarments, suspensions, or inclusion as a Responsible Party.	*

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

	to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.		
18	Describe any relevant industry awards or achievements that your organization has received in the past three (3) years, including the year received.	In 2023, Thunder Creek was recognized in Equipment Today's Contractors Top 50 New Products Awards, which highlights the construction industry's most innovative and impactful new equipment, technology, and products. Selected based on industry nominations and contractor engagement, the No HAZMAT Multi-Tank Fuel and Oil Trailer (MTO) was recognized for its modular, multi-fluid design that enables contractors to transport and manage diesel fuel, diesel exhaust fluid (DEF), fresh oil, coolant, grease, reclaim fluids, and other service materials within a single streamlined platform, improving jobsite efficiency and equipment uptime. In 2024, Thunder Creek was again recognized in Equipment Today's Contractors Top 50 New Products Awards for the Isuzu NRR Multi-Tank Upfit. This solution extends Thunder Creek's No HAZMAT, No CDL multi-fluid fueling and service capabilities into a highly maneuverable truck upfit platform, helping contractors and fleet operators improve access, efficiency, and productivity in demanding field environments. These awards represent the continuation of a longstanding culture of innovation at Thunder Creek. For more than a decade, Thunder Creek solutions have been recognized by leading construction and agricultural industry organizations for innovations including the Multi-Tank Trailer, Multi-Tank Oil Trailer, Service and Lube Trailer, Multi-Tank Truck Upfit, Service and Lube Truck Upfit, Fuel & Service Trailer, and DEF Transport Tote. Collectively, these recognitions reflect Thunder Creek's ongoing commitment to improving operational efficiency, advancing mobile fueling and field service capabilities, and helping customers safely and effectively manage fuel and service fluids in the field.	*
19	What percentage of your sales were to the government sector in the past three (3) years? This and the following line should not exceed 100%.	Government and public sector customers represent approximately 5% of Thunder Creek's annual revenue, with sales distributed across municipalities, county public works departments, utility companies, water districts, transportation agencies, and military installations throughout the United States.	*
20	What percentage of your sales were to the education sector in the past three (3) years? This and the previous line should not exceed 100%.	Sales to the education sector represent less than 1% of Thunder Creek's annual revenue over the past three years.	*
21	List all state and cooperative purchasing agreements that you hold. Include the sales volume for each of these	Thunder Creek Equipment does not have any state or cooperative purchasing agreements.	*

	agreements over the past three (3) years.		
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. Include the sales volume for each of these contracts over the past three (3) years.	Thunder Creek Equipment does not hold any GSA or Standing Offers and Supply Arrangements.	*

Table 2B: References/Testimonials

Line Item 23. Supply reference information from three customers **who are eligible** to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Brooksville, FL	Emily Bennett	(352) 540-3810 ext 37168	*
The Maryland-National Capital Park and Planning Commission	Joe Burns	(301) 780-2401	*
DART - Dallas Area Rapid Transit	Russell Pompa	(214) 587-7111	*

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

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

#	Question	Response *	
24	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	b) Thunder Creek Equipment is the manufacturer of the products proposed under this RFP and utilizes a combination of direct employees and authorized third-party dealers to deliver solutions and support customers throughout the United States. Our organization employs nine full-time outside sales representatives, four Product Sales Representatives, and two Regional Sales Managers who are direct employees of the company. These team members are responsible for territory management, dealer development, product demonstrations, customer engagement, training, application support, and overall sales strategy. In addition, Thunder Creek's Sales Operations team, consisting of direct company employees, provides centralized support for quoting, order management, customer service, dealer support, and contract administration. We primarily deliver products through our network of authorized dealers and distributors. These dealers are independent third-party businesses whose employees provide local sales support, equipment delivery, customer training, parts availability, and service support within their respective markets. Thunder Creek works closely with its dealer network to ensure consistent product knowledge, customer support, and service capabilities across all territories. This collaborative model combines the advantages of local dealer	

	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?	presence with factory-backed expertise and support. Our employees provide product knowledge, technical expertise, training, warranty support, and overall program oversight, while authorized dealer personnel provide localized customer service, delivery, and ongoing support. Together, this approach enables us to effectively serve customers nationwide while maintaining a high level of responsiveness and customer satisfaction.	
25	Describe your sales force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested Solutions.	Thunder Creek Equipment maintains a nationwide sales organization structured by geographic territory to ensure consistent coverage across the United States. Our outside sales team consists of nine full-time Territory Sales Managers and two Regional Sales Managers providing in-person coverage across the contiguous United States, with territories spanning the Pacific Northwest, Mountain West, South-Central, Central Plains, Northern Plains, Upper Midwest, Ohio Valley, Southeast, Mid-Atlantic, and Northeast regions. Remote support is available for customers in Alaska and Hawaii. Four Product Sales Representatives provide additional support in key markets for product demonstrations, dealer development, customer onboarding, and application-specific guidance. Thunder Creek's Sales Operations team provides centralized support for quoting, order management, contract administration, and dealer coordination. Thunder Creek's sales organization is structured by territory rather than customer sector. All 15 customer-facing sales personnel actively serve government and education participating entities within their assigned geographies, including municipalities, county public works departments, utility companies, water districts, transportation agencies, military installations, and disaster response organizations throughout the United States. Sales and service functions overlap throughout the customer lifecycle. Territory Sales Managers maintain ongoing customer relationships beyond the point of sale, coordinating warranty support, service needs, and product consultation through Thunder Creek's authorized dealer network. Sales Operations tracks all open service and warranty cases, keeping territory personnel informed of customer issues requiring attention. This ensures the sales representative who built the customer relationship remains involved throughout the ownership experience.	*
26	Describe your network of Authorized Sellers who will deliver Solutions, including the number and locations of dealers, distributors, resellers, and other distribution methods, as it relates to the requested Solutions.	Thunder Creek Equipment delivers its solutions through a well-established nationwide network of authorized dealers, supplemented by direct factory sales and support when appropriate. Our dealer network includes locations in 42 states and consists of both independent single-location businesses and large multi-location equipment dealerships serving customers across multiple states and regions. Authorized dealers are strategically positioned to provide local sales support, product demonstrations, equipment delivery, customer	*

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

		training, parts availability, and ongoing service. Dealers are expected to maintain inventory of Thunder Creek products and components to support timely deployment and responsive customer service. This stocking strategy helps reduce lead times and allows customers to quickly acquire equipment needed to support critical operations. In addition to our dealer network, Thunder Creek maintains direct sales capabilities to ensure complete market coverage. Direct sales are utilized in areas where dealer representation is limited, for specialized customer requirements, or when direct factory involvement provides the most effective solution for the customer. In all cases, customers receive factory-backed support and access to Thunder Creek's technical, warranty, and sales resources. This hybrid distribution model enables Thunder Creek to provide local responsiveness through authorized dealers while leveraging factory resources to ensure consistent support, product expertise, and customer satisfaction throughout the United States. Attached: Thunder Creek Dealer List in Thunder Creek Additional Documents	
27	Describe your service force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested solutions.	Thunder Creek Equipment's service capabilities are delivered through a combination of a nationwide authorized dealer network and factory-based technical support personnel. More than 350 Authorized Parts and Service Dealers are strategically distributed across the United States, aligned with the same territory structure as our sales organization and spanning the Pacific Northwest, Mountain West, South-Central, Central Plains, Northern Plains, Upper Midwest, Ohio Valley, Southeast, Mid-Atlantic, and Northeast regions. This network provides local service, warranty support, maintenance, repair, and parts availability to customers regardless of location, including Alaska and Hawaii. An expanded network of authorized parts dealers provides additional parts and accessories coverage nationwide. Factory-based technical support and customer service personnel provide a second layer of support, available by phone and email to assist with troubleshooting, warranty administration, parts identification, and service coordination. Approved warranty replacement parts are shipped at no charge to customers. As with our sales organization, all service resources actively support government and education participating entities within their respective geographies, including municipalities, public works departments, utility companies, water districts, transportation agencies, and military installations throughout the United States. The overlap between sales and service is intentional and significant. Territory Sales Managers remain a crucial point of contact for customers in their territories throughout the ownership lifecycle, coordinating service needs through the authorized dealer network and escalating to factory technical support when required. This continuity ensures government and public sector customers, who often require	*

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

		documented support histories, receive consistent and accountable service throughout the life of their equipment.	
28	Describe the ordering process from sales/consultation, how the order is placed, through project/order fulfillment. If orders are handled by distributors, dealers, or others, explain their roles and responsibilities in the ordering process.	Thunder Creek Equipment utilizes a consultative sales and order fulfillment process designed to ensure customers receive equipment that is properly specified for their application and delivered accurately and efficiently. The process begins with a customer consultation conducted by a Thunder Creek Territory Sales Manager and/or an authorized dealer. During this stage, the customer's operational requirements, equipment application, desired options, and project objectives are reviewed to determine the most appropriate solution. Product recommendations, equipment specifications, pricing as configured, and delivery expectations are then presented for customer review. Once the customer approves the proposed solution, a formal quotation and order documentation are completed. The order is submitted by the Territory Sales Manager or Territory Sales Manager on behalf of an authorized dealer to Thunder Creek's Sales Operations team for review. Sales Operations verifies equipment specifications, pricing, terms and conditions, shipping requirements, and overall order accuracy before releasing the order to the order entry and production teams. Following order acceptance, Thunder Creek coordinates production scheduling, manufacturing, quality inspections, and shipment. Upon completion, equipment is delivered either directly from Thunder Creek or through the authorized dealer network, depending on the customer's location and the agreed-upon fulfillment method. Authorized dealers serve an important role in the ordering and fulfillment process by providing local sales support, product demonstrations, customer consultation, delivery coordination, training, and ongoing service support. Thunder Creek personnel provide factory-backed product expertise, order management, technical support, warranty administration, and overall project oversight to ensure a consistent customer experience. This collaborative approach combines local dealer support with direct factory involvement, ensuring customers receive responsive service, accurate equipment configurations, and reliable support throughout the sales, delivery, and ownership experience.	*
29	Describe, in detail, the process and procedure of your customer service program. Include your response –times, escalation protocols, issue resolution timeframes, as well as any incentives that help your providers meet your stated service goals	Minimizing customer downtime is a top priority for Thunder Creek Equipment. When equipment issues arise, timely access to support can be critical to maintaining operations, keeping projects on schedule, and maximizing equipment productivity. For that reason, Thunder Creek's customer service team responds to customer phone calls and emails on the same business day and is available to assist with technical service questions, troubleshooting, service consultation, parts ordering, and coordination of field service support. Recognizing that equipment issues do not always occur during normal business hours, Thunder Creek personnel are often available outside of standard office hours to	*

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

	or promises.	provide guidance and help customers address urgent service needs as quickly as possible. While equipment downtime is uncommon, service requests involving equipment that is out of service receive priority attention from our field service team to restore operation as quickly as possible and minimize disruption to customer operations. In addition to its factory-based support resources, Thunder Creek maintains a network of authorized dealers and service partners throughout the United States, including Alaska, providing customers with local service and support when needed. This combination of responsive factory support and local service resources helps ensure customers receive timely assistance throughout the lifecycle of their equipment.	
30	Describe your capability to provide the requested Solutions to Sourcewell participating entities in the United States.	Thunder Creek Equipment has the resources and demonstrated expertise to provide fueling, service, and field operations solutions to Sourcewell participating entities throughout the United States. Products are designed and manufactured in Pella, Iowa and supported through a nationwide network of authorized dealers, distributors, and service partners spanning 42 states, with sales and customer support available in all 50 states. Thunder Creek supports a diverse customer base that includes municipalities, public works departments, utility companies, water districts, transportation agencies, disaster response organizations, and contractors. The company has extensive experience supporting organizations that require responsive service and dependable equipment that provides long-term product reliability in demanding operating environments. Thunder Creek provides comprehensive customer support, including post-purchase operational training, product consultation, technical assistance, warranty administration, and ongoing service support through its dealer network, in-field product support representatives, and internal customer service team. This combination of U.S.-based manufacturing, nationwide support coverage, and experience serving public-sector and critical infrastructure organizations positions Thunder Creek to successfully support Sourcewell participating entities across the country.	*
31	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Thunder Creek Equipment has successfully provided products and support to customers in Alaska, Hawaii, and US Territories and does not impose any unique product restrictions for customers located in these areas. Customers in these locations have access to the same equipment solutions, factory support, warranty coverage, and technical assistance available to customers within the contiguous United States. Due to geographic considerations, shipping and logistics requirements may differ from those within the continental United States. Thunder Creek's standard process is to coordinate shipment of the equipment to a designated port selected by the customer. The customer or their designated logistics provider typically coordinates ocean freight and	

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

		final delivery from the port to the ultimate destination. Thunder Creek works closely with customers throughout this process to facilitate a smooth and successful delivery. Additionally, Thunder Creek Equipment has an authorized dealer location in Alaska that is currently stocking product and can provide all services that dealers in the contiguous United States can provide.	
32	Describe your capability to provide the requested Solutions to Sourcewell participating entities in Canada.	Thunder Creek does not currently sell products in Canada, as our products have been designed and certified to meet U.S. regulatory requirements and have not been certified for compliance with applicable Canadian standards.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Thunder Creek does not currently sell products in Canada, as our products have been designed and certified to meet U.S. regulatory requirements and have not been certified for compliance with applicable Canadian standards.	*
34	Identify any account type or Participating Entity type from the RFP that will not have full access to the requested Solutions if an agreement is awarded, along with the reason(s) why.	Thunder Creek Equipment will serve all account types and Participating Entities in the United States.	*
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Thunder Creek will extend terms to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

#	Question	Response *	
36	Describe your marketing strategy, including tactics/methods and timelines for promoting this opportunity to participating entities for the requested solutions. Upload optional samples of your marketing materials.	Thunder Creek employs a diverse marketing strategy built on a proven ability to introduce innovative products to new markets and drive adoption through coordinated digital and print marketing, dealer engagement, direct sales outreach, customer education, and industry events. Over the past fifteen years, Thunder Creek has successfully transformed mobile fueling and field-service solutions from emerging concepts into widely accepted industry practices by consistently delivering clear, targeted messaging to customers across multiple industries and geographic regions. Thunder Creek is entering this opportunity with significant momentum already in place. The company currently serves organizations that are eligible or already participating in Sourcewell, including municipalities, public works departments, utility companies, water districts, transportation agencies, and disaster response organizations.	*

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

		Interest in a potential Sourcewell contract has also been expressed by dealers and customers who recognize the value and purchasing flexibility cooperative procurement can provide. This existing customer base and market interest position Thunder Creek to move quickly from contract award to active promotion, utilization, and customer adoption. Within one week of contract award, Thunder Creek will execute a planned integration of Sourcewell contract promotion across its established marketing, sales, and dealer communication channels through the following initiatives: 1. Informing Buyers Ensuring participating entities have access to accurate, easily accessible contract information is imperative. Within 30 days of contract award, Thunder Creek will launch a dedicated Sourcewell contract webpage outlining eligibility requirements, purchasing procedures, available solutions, and the benefits of utilizing the contract. The page will be prominently featured within ThunderCreek.com and incorporated into Thunder Creek's SEO, Answer Engine Optimization (AEO), and Generative Engine Optimization (GEO) strategies to maximize discoverability. Thunder Creek will also leverage Sourcewell's own marketing infrastructure to maximize contract visibility among participating entities. Within 30 days of award, Thunder Creek will establish a complete and accurate supplier listing within Sourcewell's cooperative purchasing portal and supplier directory, making it straightforward for participating entities searching for mobile fueling and field service solutions to identify Thunder Creek as an awarded supplier. Thunder Creek will support contract awareness through targeted email campaigns, social media outreach, digital advertising, customer success stories, case studies, videos, and printed marketing materials. Contract information will also be integrated into sales presentations, customer-facing resources, and dealer communications. The company participates in approximately 20–30 industry trade shows, conferences, customer events, and association meetings annually, including national, regional, state, and local events serving construction, public works, transportation, utility, fleet, and infrastructure professionals. Sourcewell contract messaging will be incorporated into event materials, educational presentations, and customer engagement activities to increase awareness among eligible participating entities. Thunder Creek will also leverage its extensive network of dealer-hosted events, customer demonstrations, and field engagements to further promote contract availability and utilization. 2. Training Our Sales Team Thunder Creek's sales organization plays a critical role in driving contract utilization. In addition to the awareness and enthusiasm for the Sourcewell opportunity that already exists within our sales team, formal training will ensure all customer-facing personnel are fully equipped to communicate contract benefits, purchasing procedures, eligibility requirements, and available solutions. Within 45 days of contract award, Thunder Creek will conduct comprehensive Sourcewell training for all sales personnel and customer-facing team members. Supporting reference materials, sales tools, and customer resources will be	

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

		distributed following training, and ongoing contract updates will be incorporated into quarterly sales meetings to ensure team members remain informed and prepared to support participating entities throughout the contract term. 3. Equipping Dealers Thunder Creek's nationwide dealer network represents one of the company's most valuable customer engagement resources and will play a significant role in driving contract awareness and utilization. Interest in the opportunity already exists within the dealer network, with dealers actively asking about potential contract availability and the opportunities it may create for their customers. Within 60 days of contract award, Thunder Creek will conduct dedicated dealer training focused on contract benefits, eligible entities, purchasing procedures, and effective integration of Sourcewell into customer conversations. Dealers will receive contract-specific marketing materials, digital assets, customer-facing collateral, educational resources, and ongoing communication updates to support consistent contract promotion throughout the United States. Ongoing Promotion Thunder Creek has repeatedly demonstrated its ability to introduce new products, concepts, and operating models into industries where they previously did not exist. The company has built an established marketing infrastructure, cultivated a highly engaged dealer network, and generated meaningful interest in a potential Sourcewell contract before award. These advantages, combined with a track record of successfully educating customers, building market adoption, and consistently delivering innovative solutions position Thunder Creek to begin generating contract utilization following award and to maximize the long-term value of the agreement for Sourcewell participating entities. Attached: Thunder Creek Marketing Examples	
37	Describe your use of technology and digital data (e.g., specific social media platforms, metadata usage) to enhance and/or optimize your marketing strategy described above.	Thunder Creek has the most sophisticated digital marketing program in the mobile fueling and field-service industry, leveraging advanced analytics, customer intelligence, marketing automation, and emerging AI and search technologies to improve marketing performance and drive measurable business results. These capabilities have helped Thunder Creek build a digital audience exceeding 70,000 followers, generate more than 625,000 video views, introduce innovative products to new markets, and build sustained adoption around entirely new operating concepts. As customer expectations and search behaviors continue to evolve, Thunder Creek continues to invest in the tools, technologies, and expertise necessary to remain at the forefront of digital engagement. Thunder Creek maintains an active presence across Facebook, Instagram, LinkedIn, YouTube, and TikTok. These platforms are used to distribute educational content, product demonstrations, customer success stories, company news, industry insights, and real-world applications that help customers better understand available solutions and purchasing options. Unlike many manufacturers that rely primarily on outside agencies, Thunder Creek has built an internal team that combines creative content development with specialized expertise in understanding how information, customer behavior, and market trends can be analyzed and applied to improve decision-	*

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

		making. This capability helps the company continuously refine messaging, optimize campaign performance, and deliver more relevant customer communications. To support these efforts, Thunder Creek leverages a sophisticated marketing technology ecosystem that includes HubSpot, Salesforce, Google Analytics, Peec.ai, ZoomInfo, and other customer intelligence and performance measurement tools. These platforms help identify prospects, monitor campaign performance, support lead generation activities, and measure engagement across multiple channels. The resulting insights enable Thunder Creek to make informed marketing decisions based on measurable performance, customer intelligence, and real-world engagement data. Thunder Creek actively incorporates metadata, keyword optimization, structured content development, content tagging, and advanced SEO best practices throughout its digital properties. The company has also been an early adopter of emerging search strategies, actively adapting its digital presence to align with AI-powered search experiences, Answer Engine Optimization (AEO), and Generative Engine Optimization (GEO). As customer search behaviors continue to evolve, Thunder Creek remains committed to ensuring contract information, product information, and educational resources remain highly discoverable across both traditional and AI-driven search platforms. Marketing campaigns utilize UTM tracking, attribution modeling, audience segmentation, retargeting, geotargeting, geofencing, and performance analytics to measure effectiveness and continuously optimize future campaigns. Website traffic, engagement trends, conversion activity, lead quality, and customer journeys are routinely analyzed to ensure marketing investments generate measurable business outcomes. Thunder Creek also places significant emphasis on original content creation through dedicated in-house resources responsible for video production, customer storytelling, field demonstrations, equipment walkthroughs, training resources, and educational content development. This allows the company to capture authentic customer experiences, respond quickly to market opportunities, maintain consistent brand messaging, and produce highly relevant content grounded in real-world field applications. AI-enabled tools are utilized to enhance analysis, optimization, and discoverability, while the underlying content remains rooted in original customer experiences and industry expertise. If awarded a Sourcewell contract, Thunder Creek will leverage its established digital infrastructure, analytics capabilities, content resources, and marketing expertise to maximize awareness, improve discoverability, and drive utilization among participating entities throughout the United States. Having successfully built awareness and demand for products that many customers had never previously considered, Thunder Creek is confident in its ability to generate meaningful contract visibility and utilization through a combination of technology, data, content, and proven marketing execution.	
38	In your view, what is Sourcewell's role in promoting	Thunder Creek believes that Sourcewell plays an important role in providing a trusted cooperative purchasing platform and increasing awareness of awarded contracts among participating entities. We also believe that contract utilization	*

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

	agreements resulting from this RFP?	is a shared responsibility. While Sourcewell provides the framework and visibility for participating entities to identify awarded suppliers, Thunder Creek is responsible for actively promoting the contract through its marketing, sales, and dealer channels. This includes educating customers and dealers, creating contract-specific marketing materials, conducting outreach to eligible agencies, and ensuring participating entities understand how to utilize the contract. We view the most successful Sourcewell contracts as collaborative partnerships in which Sourcewell promotes the cooperative purchasing program and contract availability, while the awarded supplier actively drives awareness, engagement, and contract utilization among prospective customers.	
39	Describe how your organization will integrate a Sourcewell awarded agreement (e.g., training, incentives) into your sales process.	Upon award, Thunder Creek Equipment will incorporate the Sourcewell contract into its standard sales, marketing, and customer engagement processes to ensure participating entities can easily access and utilize the agreement. Thunder Creek will provide training and communication to its Territory Sales Managers, Product Sales Representatives, Sales Operations personnel, and authorized dealer network regarding the Sourcewell contract, including contract benefits, eligible customer types, ordering procedures, pricing requirements, and contract compliance expectations. This training will ensure that both factory personnel and dealer representatives can confidently assist Sourcewell members throughout the purchasing process. The Sourcewell contract will be integrated into Thunder Creek's quoting and sales processes, allowing sales personnel to identify eligible customers and present Sourcewell as a procurement option when appropriate. Sales and dealer personnel will be encouraged to discuss the benefits of cooperative purchasing, including streamlined procurement, competitively solicited pricing, and reduced administrative burden for participating entities. Thunder Creek will also support the contract through marketing and customer outreach efforts, including references on company materials, customer communications, trade shows, industry events, and digital marketing channels where appropriate. Inquiries from Sourcewell members will be directed to the appropriate Territory Sales Manager, Product Sales Representative, or authorized dealer to ensure responsive service and support. By integrating the Sourcewell agreement into our sales training, dealer communications, quoting processes, and customer outreach efforts, Thunder Creek will actively promote awareness and utilization of the contract while providing participating entities with a simple and efficient purchasing experience.	
40	Are your Solutions available through an e-Procurement or e-Commerce ordering process? If so, describe your system(s) AND provide one (1) example of how governmental and	Thunder Creek Equipment does not currently utilize an e-Commerce platform for the ordering of complete equipment solutions. Due to the configurable nature of our products and the variety of available options, accessories, and application-specific requirements, Thunder Creek utilizes a consultative sales and order management process to ensure customers receive equipment that meets their operational needs. Customers work directly with a Territory Sales Manager and, when applicable, an authorized dealer to develop the appropriate equipment specification. Once the desired configuration has been identified, Thunder Creek provides a	*

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

	educational customers have successfully utilized them.	detailed quotation outlining equipment specifications, pricing, terms, and delivery expectations. Following customer approval, the order is submitted to Thunder Creek's Sales Operations team for review and validation before being released to Order Entry and production. This process helps ensure accuracy in product configuration, pricing, compliance with customer requirements, and successful project execution. Governmental and educational customers have successfully utilized this process to acquire customized mobile fueling and maintenance solutions tailored to their fleet operations. For example, municipal fleet departments and educational institutions have worked directly with Thunder Creek Territory Sales Managers to identify operational requirements, select the appropriate equipment configuration, review pricing and specifications, and complete the procurement process. This collaborative approach ensures customers receive a solution that aligns with their operational objectives while minimizing ordering errors and post-sale modifications.	

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

#	Question	Response *	
41	Describe any training programs related to your proposed Solution(s) available to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, delivery methods, and any costs that apply.	Thunder Creek Equipment offers a variety of training resources designed to help customers safely and effectively operate, maintain, and maximize the value of their equipment. Product, operation, and maintenance training is available to Sourcewell participating entities at no additional charge and may be provided by Thunder Creek representatives upon customer request. Training may be delivered through several methods, including in-person instruction, virtual meetings, product demonstrations, and digital training resources. Thunder Creek also maintains a library of product demonstrations, operating instructions, and educational videos that are publicly available through our YouTube channel, allowing customers to access training materials at their convenience. Each product is delivered with a model-specific owner's manual containing detailed information regarding equipment operation, safety procedures, routine maintenance requirements, troubleshooting, and warranty information. These manuals serve as an ongoing reference for operators, maintenance personnel, and fleet managers. In addition, Thunder Creek welcomes customers to visit our manufacturing facility in Pella, Iowa, where they can receive hands-on product training, interact directly with company personnel, and gain a firsthand understanding of our manufacturing processes, quality standards, and product capabilities. Authorized Thunder Creek dealers may also provide product training, equipment demonstrations, and customer support within their local markets. Any dealer-provided training services beyond standard product orientation may be subject to dealer-specific pricing and service agreements. Through this combination of factory-supported training, digital resources, printed documentation, and dealer assistance, Thunder Creek provides	*

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

		customers with multiple avenues to develop product knowledge and support safe, efficient equipment operation throughout the life of the equipment.	
42	Describe any technological advances that your proposed Solutions offer.	Thunder Creek has spent more than fifteen years advancing mobile fueling and field-service technologies through continuous investment in engineering, manufacturing, compliance, and product development. Many of the capabilities now widely utilized throughout the mobile fueling industry originated from Thunder Creek's efforts to solve complex operational challenges related to fuel transportation, equipment servicing, jobsite efficiency, and regulatory compliance. The company's approach to innovation extends beyond individual products and includes advancements in equipment design, manufacturing processes, compliance-focused engineering, and customer-driven product development. These efforts have resulted in solutions that help organizations improve productivity, reduce downtime, simplify operations, and enhance safety. Key technological advancements include: 1. Pioneering Mobile Fueling Innovation Thunder Creek helped advance the industry through the development of mobile fueling systems designed to safely transport and dispense fuel while complying with applicable regulatory requirements. These innovations expanded access to mobile fueling solutions and provided organizations with new opportunities to improve equipment uptime, reduce unnecessary equipment movement, and streamline fuel logistics. By rethinking traditional approaches to fuel transportation and delivery, Thunder Creek introduced solutions that helped transform how fuel is managed in field operations across construction, infrastructure, utilities, agriculture, mining, and other industries. 2. Patented Technologies and Proprietary Innovation Thunder Creek's solutions incorporate both patented technologies and proprietary product designs developed to improve safety, efficiency, accountability, compliance, and operational performance in mobile fueling and field service applications. These patents reflect Thunder Creek's commitment to solving real-world operational challenges through continuous innovation and product development. Thunder Creek's intellectual property portfolio includes utility patents covering functional innovations as well as design patents protecting unique product configurations and designs. Utility Patents US-10821873-B2 – Multi-Tank Trailer Patent covering Thunder Creek's innovative multi-tank architecture that enables transportation of larger aggregate fuel volumes while utilizing separate tank configurations designed to reduce HAZMAT and CDL requirements in many applications. US-10654704-B2 – Fluid Delivery Device Patent covering fluid delivery technologies that improve the safe and efficient transportation and dispensing of fuels and service fluids. US-10894709-B2 – Fluid Delivery Device Patent covering additional innovations related to fluid management,	*

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

transportation, and delivery systems.
US-11111128-B2 – Remote Filling System
Patent supporting remote filling technologies that improve operational efficiency and fluid management capabilities.

Design Patents
US-D759547-S– Utility Trailer
US-D759546-S – Utility Trailer
US-D867216-S – Multi-Tank Utility Trailer with Utility Box
US-D867215-S – Multi-Tank Utility Trailer

These patented technologies support Thunder Creek's ongoing efforts to improve operational efficiency, simplify fuel and fluid management, enhance safety, reduce compliance burdens, and help customers maximize equipment uptime. The company's continued investment in research, development, and intellectual property demonstrates a long-term commitment to innovation and product advancement.

3. Advanced Engineering and Manufacturing Technologies
Thunder Creek continuously invests in engineering and manufacturing processes designed to improve product quality, durability, and long-term performance.
Examples of these advancements include:
• Custom-engineered chassis and structural systems
• Double-welded tank seam construction
• Heavy-duty steel fabrication for demanding field environments
• Robotic welding technologies that improve consistency and precision
• Advanced quality-control and inspection procedures
• Precision surface preparation and coating systems designed to maximize product longevity
• Continuous investment in manufacturing technologies that improve repeatability, reliability, and product performance
These manufacturing and engineering advancements help ensure Thunder Creek solutions perform reliably in demanding operating conditions while supporting long service life and reduced maintenance requirements.

4. Compliance-Focused Product Development
Thunder Creek recognizes that innovation must also address regulatory and operational realities. The company continually evaluates federal and all state requirements related to fuel transportation, storage, and dispensing and incorporates those considerations into product development activities.
By integrating compliance considerations throughout the design and development process, Thunder Creek helps customers implement solutions that support safe operation while reducing complexity and administrative burden.

5. Continuous Product Development and Improvement
Innovation at Thunder Creek is an ongoing process rather than a single event. The company continuously evaluates customer feedback, emerging technologies, operational challenges, and industry trends to identify opportunities for improvement.
This commitment has resulted in a steady stream of product enhancements, new solutions, and operational innovations designed to improve productivity,

		simplify fuel management, enhance accountability, and support evolving customer requirements. For Sourcewell participating entities, this means access not only to proven solutions available today, but also to a manufacturer committed to ongoing advancement, continuous improvement, and long-term investment in product development. Through continued innovation in engineering, manufacturing, compliance, and product development, Thunder Creek remains focused on advancing the mobile fueling and field-service industry while helping customers operate more safely, efficiently, and productively.	
43	Describe any sustainability initiatives or certifications that relate to your organization and/or proposed Solutions. If applicable, describe the certification(s) for each initiative.	Thunder Creek Equipment's approach to sustainability encompasses responsible manufacturing practices, environmentally protective product designs, and solutions that help customers reduce their operational footprint in the field. 1. Manufacturing Operations Thunder Creek continuously seeks opportunities to reduce waste and improve resource utilization throughout its manufacturing process. The company maintains a material scrap rate of 0.16%, measured on a rolling 12-month basis, reflecting a sustained commitment to precision manufacturing and raw material efficiency. Remaining scrap materials are responsibly recycled through qualified recycling partners. Thunder Creek has substantially completed a facility-wide transition from fluorescent lighting to energy-efficient LED systems, reducing energy consumption across approximately 125,000 square feet of manufacturing space. 2. Product Design and Environmental Protection Environmental protection is incorporated directly into Thunder Creek product designs. The company's double-wall trailer design provides integral secondary containment, reducing the risk of fuel spills and environmental contamination during transport and dispensing operations. Controlled fluid transfer technologies built into Thunder Creek products further minimize spill risk at the point of dispensing, supporting safe and environmentally responsible fuel and fluid management in the field. 3.Emissions Compliance and DEF Innovation Thunder Creek pioneered the safe transportation and handling of Diesel Exhaust Fluid, helping equipment owners meet EPA emissions requirements for modern diesel engines. The company holds a patent for a closed-loop DEF transfer system designed to prevent fluid contamination that can damage emissions control systems and compromise equipment performance. All Thunder Creek DEF systems are tested to meet ISO 22241 standards, helping customers maintain emissions compliance and equipment reliability across their fleets. 4. Operational Sustainability Benefits Thunder Creek's mobile fueling and field service solutions deliver an often-overlooked sustainability benefit: eliminating the need for heavy equipment to travel back to a central fueling point. By bringing fuel and service fluids directly to equipment in the field, Thunder Creek trailers reduce unnecessary equipment travel, lower fuel consumption, decrease equipment wear, and reduce the overall operational footprint of fleet-based organizations. For large	*

		construction, public works, and utility operations managing significant equipment fleets, this reduction in non-productive travel represents a meaningful improvement in both operational efficiency and environmental performance.	
44	Describe any third-party issued, eco- labels, ratings, or certifications that your proposed solutions hold.	N/A	*
45	What aspects of your company, solutions, or services are truly unique in the marketplace, and why are these unique advantages meaningful for Sourcewell participating entities?	1. Category Creator and Industry Pioneer Since introducing the original Thunder Creek Fuel Trailer in 2009, Thunder Creek has played a leading role in establishing and advancing the mobile fueling and field-service equipment market. The company's solutions have transformed how fuel, diesel exhaust fluid, lubricants, and other service resources are transported, managed, and delivered in the field, providing organizations with safer, more efficient, and more productive alternatives to traditional fueling and maintenance practices. Over the past fifteen years, Thunder Creek has consistently demonstrated the ability to identify operational challenges, develop practical solutions, and successfully bring those solutions to market. This track record of innovation provides Sourcewell participating entities with confidence that they are partnering with an organization committed to continuous improvement and long-term customer success. 2. Innovation Driven by Real-World Operations Thunder Creek's innovations are not developed in isolation. The company works closely with equipment owners, fleet operators, contractors, municipalities, utilities, and public agencies to understand operational challenges and develop solutions that improve efficiency, safety, and productivity. This customer-driven approach has resulted in equipment and systems that reduce unnecessary equipment movement, minimize downtime, improve fuel management, and help organizations accomplish more work with existing personnel and resources. For Sourcewell participating entities facing increasing demands and limited budgets, these operational improvements can deliver measurable long-term value. 3. Compliance Leadership and Operational Expertise Fuel transportation and field-service operations often involve complex regulatory and operational requirements. As the pioneer of the No HAZMAT, No CDL mobile fueling category, Thunder Creek has spent more than fifteen years helping customers understand and navigate fuel transportation regulations, operational best practices, and safe equipment utilization. This experience has provided the company with extensive expertise regarding the regulatory framework governing mobile fueling operations across North America. Customers frequently rely on Thunder Creek as a trusted resource when evaluating transportation requirements, fuel-handling procedures, and operational compliance considerations. Thunder Creek maintains fuel	*

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

transportation compliance documentation for every state in the United States, updated annually, and regularly assists customers in understanding how equipment specifications, transportation requirements, and operating practices intersect. This expertise helps organizations reduce uncertainty, mitigate risk, and implement fueling and service programs with greater confidence.
For Sourcewell participating entities, access to this knowledge extends beyond equipment procurement and provides valuable guidance throughout the life of the equipment.

4. Nationwide Support Network and Long-Term Partnerships
Thunder Creek has built a nationwide network of dealers, distributors, service providers, and industry partners to support customers throughout North America. This network provides localized support while maintaining the resources, expertise, and responsiveness of an established national organization.

The company views every equipment purchase as the beginning of a long-term relationship. Customers receive ongoing support through equipment training, parts availability, service assistance, and operational guidance designed to maximize equipment performance and longevity.

For Sourcewell participating entities, this combination of local support and national resources helps ensure reliable service throughout the life of the contract and equipment ownership cycle.

5. Employee Ownership and Accountability
Thunder Creek's parent company transitioned to an Employee Stock Ownership Plan (ESOP) in 2022, making employees direct stakeholders in the long-term success of the business.

This ownership culture fosters accountability, engagement, and a strong commitment to customer satisfaction. Employees understand that the success of the company is directly tied to the success of its customers, creating a culture focused on quality, responsiveness, and long-term relationship building.

For Sourcewell participating entities, this means partnering with an organization whose employees are personally invested in delivering exceptional products, service, and support.

6. Why These Advantages Matter to Sourcewell Participating Entities
Thunder Creek's competitive advantage is not defined by a single product feature or specification. It is the combination of proven innovation, operational expertise, compliance knowledge, nationwide support capabilities, and an employee-owned culture that distinguishes the company in the marketplace.

Sourcewell participating entities require more than equipment suppliers. They need partners who understand operational challenges, provide dependable long-term support, and deliver solutions that improve efficiency, safety, and productivity. Thunder Creek's history of industry leadership, commitment to customer success, and ability to develop practical solutions to real-world challenges position the company as a trusted partner capable of delivering lasting value throughout the term of the Sourcewell contract.

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

Table 5B: Value-Added Attributes

Select any business certifications that your company or partners have obtained. Upload your confirming documentation.

Select all that apply below.

#	Certification	Offered	Comment	
46	Minority Business Enterprise (MBE)	○ Yes ◉ No	Attached: Thunder Creek HR Statement in Thunder Creek Additional Documents	*
47	Women Business Enterprise (WBE)	○ Yes ◉ No	Attached: Thunder Creek HR Statement in Thunder Creek Additional Documents	*
48	Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	Attached: Thunder Creek HR Statement in Thunder Creek Additional Documents	*
49	Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	Attached: Thunder Creek HR Statement in Thunder Creek Additional Documents	*
50	Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	Attached: Thunder Creek HR Statement in Thunder Creek Additional Documents	*
51	Small Business Enterprise (SBE)	○ Yes ◉ No	Attached: Thunder Creek HR Statement in Thunder Creek Additional Documents	*
52	Small Disadvantaged Business (SDB)	○ Yes ◉ No	Attached: Thunder Creek HR Statement in Thunder Creek Additional Documents	*
53	Women-Owned Small Business (WOSB)	○ Yes ◉ No	Attached: Thunder Creek HR Statement in Thunder Creek Additional Documents	*

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

Provide detailed pricing information in the questions that follow below.

#	Question	Response *	
54	Describe your payment terms.	Direct sales from Thunder Creek Equipment are invoiced upon shipment of products. Payment is due 30 days from invoice date. (Net 30 Terms). Terms with our dealer partners may vary.	*
55	Describe your accepted payment methods. For credit card/procurement card (pCard), describe any fees associated with these methods.	LDJ Manufacturing accepts payment via check, ACH, and federal wire. Credit card or pCard payments for wholegoods orders will incur a 3.5% surcharge.	
56	Describe available leasing, financing, or as-a-service options, including key features and any third-party	Thunder Creek Equipment offers retail financing through Northland Capital. Additional leasing and financing options are also available through our dealer network's multitude of leasing and finance partners.	*

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

	providers or financial partners used.		
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.	Thunder Creek Equipment utilizes a straightforward and transparent transaction process for Sourcewell participating entities. A Thunder Creek Equipment representative or authorized dealer representative will work with the customer to develop the appropriate equipment specification and provide a formal quotation reflecting applicable Sourcewell contract pricing and discounts. Upon customer approval, the order is submitted for order entry and processing. Once entered, Thunder Creek Equipment provides an Order Acknowledgment that confirms the final equipment configuration, selected options, pricing, applicable terms, order number, and estimated delivery date. Upon shipment of the equipment, Thunder Creek Equipment's Accounting Department issues an invoice reflecting the final order details and any applicable freight charges. These documents serve as the primary transaction documents associated with the sale. Attached in Thunder Creek Transaction Document Samples: Thunder Creek Sample Quote Thunder Creek Sample Order Acknowledgement Thunder Creek Sample Invoice	*
58	Describe your pricing model AND quantify the proposed discount(s) offered. If proposed pricing is Line-Item Pricing, Proposer must submit: A. For each Line, provide your list/MSRP, the offered discount(s), and the ”Master Agreement Price”. B. If proposed pricing is a Percentage Discount from Catalog or Category, one of the following MUST be submitted: (1) an active URL to a current published online catalog; OR (2) a complete price file with current pricing. Refer to RFP Section III. Pricing for additional	Due to the configurable nature of Thunder Creek Equipment products, Thunder Creek utilizes a Line-Item Pricing model. Each trailer or equipment solution begins with a published base model price, with optional features, accessories, and configuration selections listed as separate line items. This pricing structure provides customers with transparency and flexibility while ensuring they receive a solution tailored to their operational requirements. Current Thunder Creek price sheets have been included with this proposal and identify the applicable list prices (MSRP) for base models and available options. The proposed Sourcewell discount of (12%) will be applied consistently to all eligible line items, resulting in the corresponding Master Agreement Price for participating entities. Certain highly configurable product lines require consultation with a Thunder Creek representative or authorized dealer to determine the appropriate specification and configuration. While these products may not be represented on a standardized price sheet due to the broad range of available configurations, pricing is developed using established pricing methodologies and component pricing structures to ensure consistency, transparency, and equitable treatment of Sourcewell members. Thunder Creek's consultative sales process, combined with detailed quotations and line-item pricing, enables participating entities to clearly understand equipment specifications, option selections, pricing, and applicable discounts prior to purchase. This approach	*

	guidance.	ensures customers receive a solution that meets their operational needs while benefiting from the competitively solicited pricing available through the Sourcewell contract. Attached: Thunder Creek Price Sheets	
59	Provide details of any quantity or volume discounts, as well as any rebate programs that are available in addition to the proposed pricing structure discounts.	In addition to the proposed Sourcewell contract pricing, Thunder Creek Equipment offers a quantity discount for trailer purchases. Sourcewell participating entities that purchase three (3) or more qualifying trailers on a single order will receive an additional two percent (2%) discount beyond the standard Sourcewell contract pricing. Thunder Creek Equipment may also periodically offer promotional rebate programs, seasonal incentives, or other customer incentive programs at its discretion. When such programs are available and applicable to the products being purchased, Sourcewell participating entities will be eligible to receive the same rebates and promotional incentives offered to similarly situated customers, subject to the terms and conditions of the specific program. Thunder Creek is committed to providing Sourcewell members with competitive pricing and will make all applicable quantity discounts and qualifying promotional incentives available whenever possible to maximize customer value and return on investment.	*
60	Describe your method of facilitating non-contracted products or related services and define the associated costs/fees.	Thunder Creek Equipment's product offerings are highly configurable and are designed to meet the specific operational requirements of each customer. While the majority of product configurations and options are represented within our published pricing documentation, there may be occasions when a customer requests a custom feature, modification, or accessory that is not specifically identified within the contract catalog. When such requests occur, Thunder Creek will evaluate the requested customization to determine feasibility and compatibility with the proposed equipment. If approved, the custom feature or service will be clearly identified as a separate line item on the quotation or order acknowledgment and assigned a transparent list price based on material, labor, engineering, and/or supplier costs associated with the requested modification. Any approved custom line items will be included in the quotation provided to the customer, and the applicable Sourcewell contract discount percentage will be applied in the same manner as standard contract items unless otherwise prohibited by the terms of the contract. Customers will have full visibility into the pricing of all custom features prior to order placement. Thunder Creek does not assess separate administrative fees for incorporating approved custom options into an order. Any costs associated with non-catalog items or related services will be clearly disclosed and itemized within the quotation to ensure transparency and allow participating entities to make informed purchasing	*

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

		decisions.	
61	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.	Except for applicable freight/shipping charges and any dealer-specific services requested by the customer, Thunder Creek Equipment does not assess additional fees beyond the pricing submitted in this proposal. If a purchase is completed through an authorized dealer, the participating entity may elect to utilize dealer-provided services such as pre-delivery inspection (PDI), equipment setup, delivery coordination, on-site commissioning, or other value-added services. Any such charges are determined by the authorized dealer, are not required by Thunder Creek Equipment, and will be clearly identified and disclosed to the customer prior to purchase. Customers purchasing directly from Thunder Creek Equipment will not incur pre-delivery inspection, setup, administrative, documentation, or similar fees beyond the quoted equipment price and applicable freight charges or handling fee for will call orders. Thunder Creek is committed to transparent pricing and will clearly identify any optional customer-requested services and associated costs during the quotation process.	*
62	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) in the contiguous United States.	Thunder Creek Equipment provides competitive freight quotations based on the customer's requested delivery location and available unloading capabilities. Shipping charges are quoted in advance and added to the customer invoice at the approved quoted rate. Customers may also elect to pick up equipment directly from our facility in Pella, Iowa, for a flat handling fee of $150. Parts, accessories, and other small-package shipments are typically sent via UPS or USPS. Larger parts shipments requiring less-than-truckload (LTL) transportation are coordinated through Priority1 and its carrier network. Approved warranty replacement parts are shipped to the customer at no charge.	*
63	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) for Alaska, Hawaii, Canada, or any offshore delivery.	Thunder Creek Equipment products are shipped to the designated port of export. The customer is responsible for arranging and managing transportation from the port to the final destination. Parts and accessories are shipped throughout the contiguous United States, Alaska, and Hawaii using UPS, USPS, or less-than-truckload (LTL) carriers, as appropriate for the shipment size and destination.	*
64	Describe any unique distribution, delivery, or deployment methods offered in your proposal.	Thunder Creek Equipment will accommodate customer-preferred delivery methods whenever practical and appropriate. Delivery arrangements are determined collaboratively with the customer, taking into consideration the delivery location, available unloading equipment, and on-site resources to ensure a safe and efficient delivery process.	*

		Customers may also choose to pick up equipment directly from our facility in Pella, Iowa, for a flat $150 handling fee.	
65	Describe any self-audit processes or programs that you will employ to verify that Sourcewell participating entities have obtained Agreement pricing and to verify compliance with the resulting Agreement.	Thunder Creek Equipment will utilize a combination of system controls, reporting tools, and dealer oversight procedures to verify that Sourcewell participating entities receive the appropriate contract pricing and to ensure ongoing compliance with the resulting agreement. A dedicated Sourcewell identifier and discount code will be established within Thunder Creek's ERP system and applied to qualifying Sourcewell transactions at the time of order entry. This process will enable Thunder Creek to easily identify, track, and report all Sourcewell-related quotes, orders, and sales. Periodic reviews of these transactions will be conducted to verify that the correct contract pricing and discounts have been applied. Thunder Creek will also monitor compliance within its authorized dealer network. Dealers participating in Sourcewell transactions will be expected to follow the approved contract pricing structure and purchasing procedures. Compliance expectations will be communicated during dealer onboarding, reinforced through ongoing dealer communications, and reviewed during annual business reviews. As an additional verification measure, Thunder Creek will utilize warranty registration records and proof-of-sale documentation submitted during the warranty registration process to periodically review dealer transactions involving Sourcewell participating entities. These reviews will help confirm that contract pricing requirements are being followed and identify any discrepancies that may require corrective action. If pricing discrepancies or compliance concerns are identified, Thunder Creek will work directly with the dealer and participating entity to investigate the issue, implement corrective measures, and ensure continued compliance with the Sourcewell agreement. Through these controls, Thunder Creek is committed to maintaining pricing integrity, transparency, and consistent contract administration for all Sourcewell participating entities.	*
66	Provide a list of internal metrics that will be tracked to measure the success of a resulting Agreement.	Thunder Creek Equipment will establish a Sourcewell-specific identifier within its ERP system to track all quotations, orders, and bookings associated with Sourcewell participating entities. This will allow Thunder Creek to measure contract utilization, monitor growth, and evaluate the overall success of the agreement. Key performance metrics that will be tracked include: - Total Sourcewell sales bookings and revenue. - Year-over-year growth in Sourcewell-related bookings. - Sourcewell bookings as a percentage of overall company bookings. - Number of Sourcewell participating entities served. - Number and value of orders placed through the Sourcewell	*

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

		contract. - Geographic distribution of Sourcewell customers and purchases. - Dealer participation and utilization of the Sourcewell contract. - On-time delivery performance for Sourcewell orders. Thunder Creek will use these metrics to evaluate contract performance, identify opportunities to increase utilization of the agreement, improve customer support, and ensure Sourcewell participating entities continue to receive a high level of service and value throughout the term of the contract.	
67	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.	Thunder Creek is proposing to pay Sourcewell an administrative fee of 1.5% of the net price of all trailers sold to Participating Entities in the event of an awarded contract.	*

Table 6B: Pricing Offered

#	The Pricing for this Proposal is: *	Specify the basis for the pricing offered, include unique circumstances or justifications	
68	As good as or better than pricing typically offered through our existing cooperative contracts, state contracts, or agencies.	A (12%) discount for all trailers ordered by Sourcewell members with an additional (2%) discounted for any single order of a quantity of 3 or more trailers. This discount is above what is typically offered to direct sale customers.	*

Table 7A: Depth and Breadth of Offered Equipment Products and Services (200 Points, applies to Table 7A, 7B, and 7C or 7D)

Sourcewell is seeking proposals for towable Trailers with Related Equipment and Services, including but not limited to those listed under the categories below. Solutions for trailers not suited for highway travel may not be considered.

Awards under this solicitation will be made in separate categories. **No proposer should select more than one category to respond to.**

If a proposer can demonstrate they are able to provide at least 1 solution listed under Category 1 ***and*** at least 1 solution under Category 2, they would select Category 1; and provide one response under Category 1.

If a proposer can demonstrate they are *only* able to provide the solutions listed under Category 2, they would select Category 2; and provide one response under Category 2.

#	Category Selection *	
69	Category 2	*

Table 7B: Depth and Breadth of Offered Solutions- Category 1

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.

☑ We will not be submitting for Table 7B: Depth and Breadth of Offered Solutions- Category 1

#	Subcategory or Type	Offered *	Comments	
70	Flatbed	○ Yes ○ No		*
71	Deck-over	○ Yes ○ No		*
72	Drop-deck	○ Yes ○ No		*
73	Lowboy	○ Yes ○ No		*
74	Tilt deck	○ Yes ○ No		
75	Gooseneck	○ Yes ○ No		
76	Tag	○ Yes ○ No		
77	Dry van	○ Yes ○ No		
78	Dump	○ Yes ○ No		

79	Tanker	○ Yes ○ No		
80	Roll-back	○ Yes ○ No		
81	Walking floor	○ Yes ○ No		
82	Roll-off	○ Yes ○ No		
83	Livestock	○ Yes ○ No		
84	Please describe other Solutions not specifically mentioned in this Table 7B, that are within the scope of this RFP Category 1.	○ Yes ○ No		

Table 7C: Depth and Breadth of Offered Solutions- Category 2

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.

☐ We will not be submitting for Table 7C: Depth and Breadth of Offered Solutions- Category 2

#	Subcategory or Type	Offered *	Comments	
85	Mobile office	○ Yes ◉ No	Thunder Creek does not currently offer products for this subcategory.	*
86	Refrigerated	○ Yes ◉ No	Thunder Creek does not currently offer products for this subcategory.	*
87	Mobile command station	○ Yes ◉ No	Thunder Creek does not currently offer products for this subcategory.	*
88	Incident response	◉ Yes ○ No	Thunder Creek Equipment's mobile fueling solutions support emergency response, disaster recovery, utility restoration, public works operations, and other critical incidents where reliable access to fuel is essential for maintaining operational continuity. During natural disasters, severe weather events, infrastructure failures, wildfire response, flood response, and other emergency situations, fuel availability is often a key factor in sustaining generators, communications equipment, water and wastewater systems, emergency vehicles, utility repair fleets, and construction equipment. Thunder Creek trailers provide a mobile fuel distribution platform that can be rapidly deployed to incident sites, staging areas, temporary command locations, utility restoration projects, and other locations where permanent fueling infrastructure may be unavailable or compromised. By bringing fuel directly to equipment and vehicles in the field, organizations can improve	*

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

			response times, reduce downtime, and maintain critical operations during emergency events. The following Thunder Creek trailer platforms are particularly well suited for incident response and emergency support applications: EV Series (Economy Fuel Trailers) The EV Series provides an economical solution for bulk fuel transport and dispensing. Available in capacities of 500, 750, and 990 gallons, these trailers are designed for customers requiring a simple and effective method of transporting fuel to equipment in the field. Common applications include agricultural, industrial, and fleet fueling operations. EV trailers may also be equipped with an optional 50-gallon Diesel Exhaust Fluid (DEF) system, allowing operators to support modern diesel-powered equipment from a single trailer platform. FST Series (Fuel Service Trailers) The FST Series is Thunder Creek's flagship agricultural fuel trailer product line. Available in 500, 750, and 990-gallon capacities, these trailers are designed to efficiently transport and dispense fuel while supporting daily fueling operations across farms, acreage operations, and equipment fleets. FST trailers may also be equipped with an optional 100-gallon DEF system to support equipment requiring both diesel fuel and DEF replenishment in the field. MTT Series (Multi-Tank Trailers) The MTT Series is Thunder Creek's flagship industrial fueling platform. Available in capacities of 230, 460, 690, and 920 gallons, these trailers are designed to provide efficient mobile fuel distribution for construction, public works, utility, infrastructure, and generator fueling applications. Units can be configured with an auxiliary 100-gallon DEF tank, allowing organizations to support modern diesel-powered equipment from a single trailer platform. DW990 (DOT 406 Double-Wall Fuel Trailer) The DW990 is a 990-gallon fuel transport trailer designed and manufactured to comply with applicable DOT 406 requirements. The double-wall design provides enhanced fuel containment and transportation capabilities while supporting safe and efficient fuel delivery operations. The DW990 may also be equipped with an optional 100-gallon DEF system to support fleets operating modern diesel-powered equipment. DFT Series (Dual Fluid Trailers) The DFT Series utilizes a multi-tank design to transport and dispense two separate bulk fluids from a single trailer platform. Available in 460, 690, and 920-gallon capacities, these trailers may be configured to carry two diesel fuel products, two bulk oils, or other approved fluid combinations, providing flexibility for customers with diverse fueling and maintenance requirements. DFT trailers may also be equipped with an optional 100-gallon DEF system to further expand field fueling and fluid management capabilities.	
89	Please describe other Solutions not	◉ Yes ○ No	Thunder Creek Equipment offers a comprehensive portfolio of mobile fueling, lubrication, and preventative maintenance trailers designed to improve fleet productivity, reduce equipment downtime, eliminate	

	specifically mentioned in this Table 7C, that are within the scope of this RFP Category 2.		unnecessary equipment travel, and support efficient field operations. These solutions are utilized by government agencies, public works departments, transportation departments, utilities, educational institutions, construction organizations, parks departments, and other fleet-based operations that require fueling and maintenance support in the field. The following trailer solutions are also included in this proposal: MTO Series (Multi-Tank Oil Trailers) The MTO Series combines mobile fueling and lubrication capabilities into a single trailer platform. Available in 460, 690, and 920-gallon capacities, these trailers can be configured to transport diesel fuel along with up to four additional maintenance fluids. Grease systems and waste fluid recovery options are also available. MTO trailers may also be equipped with an optional 100-gallon DEF system, creating a comprehensive fueling and preventative maintenance solution capable of supporting a wide range of field service requirements. SLT Series (Service and Lube Trailers) The SLT Series is a dedicated preventative maintenance and lubrication platform designed to support field service operations. Available in 460, 690, and 920-gallon capacities, the SLT can be configured to transport diesel fuel along with up to eight fresh fluids, grease, and waste fluid recovery systems. An optional 100-gallon DEF system is also available, enabling maintenance personnel to perform fueling, lubrication, fluid replenishment, and emissions-system support from a single mobile service platform. DEF990 (DEF Trailer) The DEF990 is a dedicated 990-gallon Diesel Exhaust Fluid transport and dispensing trailer designed to support modern diesel-powered fleets. The trailer provides a mobile solution for safely transporting, storing, and dispensing DEF to equipment and vehicles in the field.	

Table 7D: Depth and Breadth of Offered Solutions - Industry Specific

#	Question	Response *	
90	Describe in detail warranties offered and how they will be administered. Include whether they cover parts, labor, and technician travel, and geographic locations covered.	Thunder Creek Equipment provides a comprehensive one-year warranty covering parts and labor, effective from the date the customer receives the unit. Tank and frame components are covered by an extended three-year parts and labor warranty from the date of unit receipt. All approved warranty replacement parts are shipped to the customer at no charge. Warranty labor reimbursement applies to the time required to perform the approved repair only and does not include travel time to or from the customer’s location. To qualify for warranty coverage, all repairs must be performed by an authorized Thunder Creek Equipment dealer or a Thunder Creek Equipment-authorized service technician. Unauthorized repairs may not be	*

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

		eligible for warranty reimbursement. Attached: Thunder Creek Warranty Policy in Thunder Creek Additional Documents	
91	Describe how your trailers are designed to ensure load stability, weight distribution, and safe transport of equipment under varying operating conditions.	Thunder Creek Equipment trailers are engineered to provide safe, stable, and predictable towing performance across a wide range of operating conditions, including highway travel, rural roads, construction sites, utility right-of-ways, and other demanding environments. To ensure proper weight distribution and load stability, Thunder Creek trailers are designed with adjustable axle placement that allows axle positioning to be optimized for the specific tank configuration and intended operating condition. This design enables Thunder Creek to maintain appropriate tongue weight in both empty and fully loaded conditions, improving towing stability, reducing trailer sway, and enhancing overall vehicle control during transport. In addition, trailers equipped with single tanks of 500 gallons or greater incorporate full-height internal baffle systems designed to minimize fluid movement during acceleration, braking, and cornering. By reducing liquid surge within the tank, these baffles improve load stability, enhance driver confidence, and contribute to safer and more predictable towing performance. Thunder Creek trailers are also designed with heavy-duty frames, appropriately rated running gear, and carefully engineered tank placement to promote balanced weight distribution throughout the trailer structure. These design elements help ensure safe transport of fuel and fluids while minimizing stress on towing vehicles and trailer components.	*
92	Describe any safety features your trailers offer such as anti-lock braking systems, emergency breakaway systems or lighting features compliant with applicable regulations.	Safety is a fundamental consideration in the design and manufacture of all Thunder Creek Equipment trailers. Our products incorporate multiple safety systems and features intended to promote safe towing, transportation, fueling, and field operation. All Thunder Creek trailers are equipped with electric braking systems designed to provide controlled stopping performance and improved towing safety. In addition, each trailer includes a federally compliant emergency breakaway system that is designed to automatically apply the trailer brakes in the event of an unintended separation from the tow vehicle. Thunder Creek trailers are equipped with lighting, reflectors, conspicuity markings, and identification labeling that comply with applicable Federal Motor Vehicle Safety Standards (FMVSS) and Department of Transportation (DOT) requirements. These features enhance trailer visibility during daytime, nighttime, and adverse weather conditions and help promote safe operation on public roadways. To further support safe transport and operation, Thunder Creek trailers incorporate: - Adjustable axle placement to optimize weight distribution and towing stability.	*

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

		- Internal tank baffles on applicable models to minimize liquid surge during braking, acceleration, and cornering. - Grade 70 safety chains and coupler systems designed for secure trailer attachment. - Properly rated tires, wheels, axles, and running gear matched to the trailer's intended capacity and application. - Clearly labeled operating controls, safety warnings, and product identification markings. - A fire extinguisher is equipped on every trailer. - Each trailer comes with an operator's manual that includes safety instructions. Collectively, these safety features help provide stable towing characteristics, improved operator control, regulatory compliance, and safe transport of fuel and fluids across a variety of operating environments, including highways, rural roads, construction sites, utility projects, agricultural operations, and emergency response activities.	
93	Describe available configurations and options your trailers offer, including ramp types, deck materials, tie-down systems, and other features that support various operational needs.	Thunder Creek Equipment's trailer solutions are purpose-built mobile fuel, fluid, and preventative maintenance platforms and, unlike traditional equipment or cargo trailers, are not designed with open decks, loading ramps, or cargo tie-down systems intended for transporting vehicles or equipment. Instead, Thunder Creek offers a wide variety of configurations and options designed to support fueling, fluid management, lubrication, preventative maintenance, and field service operations. Available configurations vary by product line and may include: - Multiple tank capacities to meet different operational requirements - Single-fluid and multi-fluid tank configurations - Integrated Diesel Exhaust Fluid (DEF) systems - Waste oil and fluid recovery systems - Analog or digital fuel metering systems - Two-stage fuel filtration system upgrades - Tool and equipment storage solutions - Thunder Creek Rear Utility Box - Electric-over-hydraulic tongue jack upgrades - Pintle hitch - Spare tire packages - Spill containment kits - Static discharge reel systems - Work light tower packages for nighttime or low-light operations - Extended fuel and DEF hose reel upgrades - Air compressor systems with hose reel options - Combination compressor/generator - Combination welder/compressor/generator The above examples represent some of Thunder Creek Equipment's most popular and frequently requested options, as well as options that are particularly applicable to Sourcewell participating entities. This list is not intended to be exhaustive. Available configurations and options vary by product line, and additional equipment, accessories, and customization	

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

		options may be available to meet specific operational, fleet, maintenance, emergency response, or field service requirements.	

Table 8: Exceptions to Terms, Conditions, or Specifications Form (Not Scored)

Line Item 94. **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 redlined Master Agreement Template, in **Microsoft Word format** in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Response *
	No

Table 9: Selected Bid Pricing Line Items ****NOT SCORED****

Please fill out table as able. This table is not scored but will be used to prepare competitive solicitation documentation. If you do not offer these products, no pricing is required.

#	Trailer Category	Offering?	Estimated Low Cost	Estimated High Cost	Comments
95	Light-Duty Tag/Tilt 10-20T	○ Yes ◉ No			
96	Medium Deck-over 20-30T	○ Yes ◉ No			
97	Heavy Deck-over 40-50T	○ Yes ◉ No			
98	Flatbed/Drop-deck 40T	○ Yes ◉ No			
99	Dump/Transfer Steel	○ Yes ◉ No			
100	Lowboy/Heavy Haul 55T+	○ Yes ◉ 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 - Thunder Creek Price Sheets.zip - Friday June 19, 2026 10:34:39
- Financial Strength and Stability (optional)
- Marketing Plan/Samples - Thunder Creek Marketing Examples.zip - Friday June 19, 2026 10:34:55
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Thunder Creek Transaction Document Samples.zip - Friday June 19, 2026 10:36:56
- Requested Exceptions (optional)
- Upload Additional Document - Thunder Creek Additional Documents.zip - Friday June 19, 2026 10:44:58

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

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. - Larry Lea, Vice President of Sales, LDJ Manufacturing, Inc.

Docusign Envelope ID: B4EC5D80-CE35-8380-8261-216708A01D13

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_7_Trailers with Related Equipment and Services_RFP_062526 Thu June 18 2026 01:40 PM	☑	2
Addendum_6_Trailers with Related Equipment and Services_RFP_062526 Wed June 3 2026 08:53 AM	☑	1
Addendum_5_Trailers with Related Equipment and Services_RFP_062526 Tue June 2 2026 08:26 AM	☑	1
Addendum_4_Trailers with Related Equipment and Services_RFP_062526 Thu May 28 2026 02:52 PM	☑	1
Addendum_3_Trailers with Related Equipment and Services_RFP_062526 Thu May 21 2026 08:46 AM	☑	1
Addendum_2_Trailers with Related Equipment and Services_RFP_062526 Wed May 13 2026 10:42 AM	☑	1
Addendum_1_Trailers with Related Equipment and Services_RFP_062526 Fri May 8 2026 01:30 PM	☑	1