

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**

Company Name: Cives Corporation DBA Viking-Cives Group

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
		No exceptions are requested	

Proposer's Signature: _____

Date: August 2nd 2018

Sourcewell's clarification on exceptions listed above:



Contract Award
RFP #080818



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES

In compliance with the Request for Proposal (RFP) for SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Viking-Cives

Date: August 2nd 2018

Company Address: PO BOX 295

City: Morley

State: MO

Zip: 63767

CAGE Code/DUNS: 04-654-5398

Contact Person: Kevin Newson

Title: Western States Sales Manager

Authorized Signature: _____

Stephen H. Rider

Stephen H. Rider

(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 080818-VCM

Proposer's full legal name: Cives Corporation dba Viking Cives Group

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be October 29, 2018 and will expire on October 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

78144D620E684E3...
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

3F75ED2BA647446...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on October 22, 2018

Sourcewell Contract # 080818-VCM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Viking-Cives Midwest

Authorized Signatory's Title General Manager

Stephen H. Rider

VENDOR AUTHORIZED SIGNATURE

Stephen H. Rider

(NAME PRINTED OR TYPED)

Executed on 11/6, 2018

Sourcewell Contract # 080818-VCM



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____
Cives Corporation
DBA Viking-Cives

Address: Mail: PO Box 295

City/State/Zip: Morley, MO 63767

Telephone Number: 573-262-3545

E-mail Address: s rider@cives.com

Authorized Signature: Stephen H. Rider

Authorized Name (printed): Stephen H. Rider

Title: Vice President & General Manager

Date: August 2nd 2018

Notarized

Subscribed and sworn to before me this 2nd day of August, 20 18

Notary Public in and for the County of Scott State of Mo

My commission expires: May 23, 2021

Signature: Mary Lou Dell





Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Cives Corporation DBA Viking-Cives

Questionnaire completed by: Kevin Newson

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Payment terms are net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

We do not offer leasing or financing for our products. We have worked with other Sourcewell contract holders in the past to present members these options when requested.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

All orders are entered in our system by our sales staff using a unique item number to identify the contract used. At the end of each quarter usage reports are run showing open orders and invoiced items. Any order that has been invoiced within the quarter is reported in an excel document and submitted electronically.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

We do accept P-card's and there is no additional charge.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Please see attached warranty card.

- Do your warranties cover all products, parts, and labor? **Yes.**
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? **No.**
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? **Warranty work is to be performed at one of our facilities when possible.**
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair? **We are able to handle warranty repairs in all regions of the United States.**
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? **We provide warranty**

service for the other manufacturers with the exception of a Chassis. Truck Chassis will be handled by a local dealership for that make.

- What are your proposed exchange and return programs and policies? **We provide exchange and returns on incorrect parts at no charge provided the item is not damaged. Electronic items are not returnable if opened.**

6) Describe any service contract options for the items included in your proposal.

Options for service and operator familiarization will be available in our Price and Product list. Options are available for the equipment and chassis.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering Parts, Service, Training, Equipment, Open market and Sourced goods, Turn Key units, and Chassis, for Snow and Ice control along with wear items and related Roadway Maintenance equipment.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing model is category based with a MSRP and discounted price shown. Items being offered through Sourcewell will have a 25% off MSRP discount.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Pricing is set at a 25% discount off MSRP.

10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ **X** _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Large purchases may qualify for an additional discount off MSRP.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Open market and sourced goods will be quoted on each request with a variable markup not to exceed 25%.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Any future imposed government mandated charges including tariffs are not included in our proposal. Currently our pricing is all inclusive but in the future we may need to show a line item for these potential charges.

- 14) If delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete shipping and delivery program.

All items will be FOB one of our facilities across the U.S. or Canada. Delivery and shipping will be shown as a line item charge on the quote's and orders.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Offshore delivery and shipping charges will be shown as a line item for delivery to the customer selected port. Transportation from landing port costs may be paid for by us and added to the sales order if requested. Products in Canada will follow our standard FOB one of the Canadian locations with delivery and shipping shown as a line item charge.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Products will be shipped by truck.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

All Price and Product lists are entered into our quoting system to ensure customers receive the correct price. Our cooperative contract manager sorts through the usage reports each quarter and also reviews the previous quarter at that time to check for discrepancies prior to reporting. Twice a year an 18 month report is also checked to ensure all sales have been reported. Quarterly reports will be sent in within 30 days of quarter end. At that time we will mail a check for the administrative fee along with a printed copy of the submitted report.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We are proposing a 1% administrative fee on all items offered with the exception of Chassis'. Truck chassis' are proposed at a flat rate of \$700 per unit in addition to the 1% for all equipment added to it.

Industry-Specific Questions

- 19) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are "vendor differentiators."

Our industry dedicated parts departments and direct to end user strategy allow us to react and ship faster. This eliminates the additional cost and delay caused by non-stocking equipment dealers. As the manufacture for our products we are able to quickly make the parts if they are not in stock.

- 20) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.

We pride ourselves in offering products manufactured with corrosion resistant steel. This has a minimal price difference upfront and adds years to the life of the equipment. In

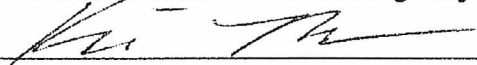
addition to that we have recently added a dedicated Stainless Steel manufacturing facility to limit any potential contamination to the stainless steel. We have added value by continuing to use the highest quality high tensile steel products for added product life.

21) State the extent to which the solutions that you propose are compliant with standards or requirements in the US, Canada, and/or applicable in the various states and provinces. Identify all related certifications or Accreditations.

All products are installed to meet the requirements needed for a completed vehicle with documented compliance. Those include Federal motor vehicle standards that cover lighting, mud flaps, and collision protection.

22) Provide any market data or research supporting the longevity or reliability of your proposed solutions.

Attached is documentation about the longevity of corrosion resistant steel products.

Signature:  Date: August 2nd 2018

**AMENDMENT
TO
CONTRACT #080818-VCM**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Cives Corporation dba Viking Cives Group**. (Vendor).

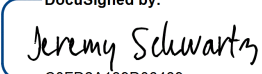
Sourcewell awarded a contract to Vendor to provide Snow and Ice Handling Equipment, Supplies, and Accessories, to Sourcewell and its Participating Entities, effective October 29, 2018, through October 29, 2022 (Contract).

Based on the validated needs and requests of Sourcewell Participating Entities, the parties agree to extend the Contract for one additional year with a new expiration date of October 29, 2024.

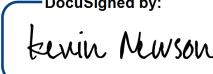
The Contract will not be extended for additional time and during the term of this extension Sourcewell will no longer market the contract.

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

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer
8/7/2023 | 3:15 PM CDT
Date: _____

**Cives Corporation dba
Viking Cives Group**

DocuSigned by:

By: 0FE5120B9A2342E...
Kevin Newson
Title: Western States Manager
8/7/2023 | 3:32 PM CDT
Date: _____

Approved: DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette, Chief Executive Officer
8/7/2023 | 7:01 PM CDT
Date: _____