



MASTER AGREEMENT #033126
CATEGORY: Snow and Ice Handling Equipment, Supplies, and Accessories
SUPPLIER: Cives Corporation

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Cives Corporation, 2155 West Indiana Circle, Salt Lake City, UT 84104 (Supplier).

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

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

Article 1:
General Terms

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

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on June 11, 2030, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #033126 to Participating Entities. In Scope solutions include:
 - a. Plows, blades, wings, blowers, and snow removal brooms;
 - b. Distribution equipment (spreaders or sprayers) designed for the application of de-icing or anti-icing solids or liquids;
 - c. Snow melting equipment; and,
 - d. Dump bodies, specialty equipment, and air or hydraulic systems, related to upfitting or modification primarily for snow and ice handling.

Proposers may include a **complementary** offering of services, parts, supplies, and accessories, related to the upkeep, repair, or maintenance of their offering of equipment as described in subsections a. – d. above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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

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

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

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

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

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

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

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

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

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

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

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

19) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

**Article 3:
Supplier Obligations to Participating Entities**

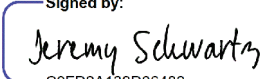
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

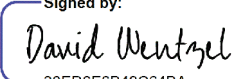
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/9/2026 | 6:45 PM CDT

Cives Corporation

Signed by:

30ED6E6B49C64BA...
By: _____
David Wentzel
Title: Vice President
Date: 6/9/2026 | 4:11 PM CDT

RFP 033126 - Snow and Ice Handling Equipment, Supplies, and Accessories

Vendor Details

Company Name: Viking Cives Midwest Inc.

Does your company conduct business under any other name? If yes, please state: Cives Corporation, Viking-Cives

Address: 2155 West Indiana Circle
Salt Lake City, Utah 84104

Contact: KEVIN NEWSON

Email: knewson@vikingcives.com

Phone: 801-204-4130

Fax: 801-204-4128

HST#: 20-4726446 for Viking Cives Midwest Inc. 16-0955800 for Cives Corporation and Viking-Cives

Submission Details

Created On: Tuesday February 10, 2026 11:35:09

Submitted On: Tuesday March 31, 2026 11:41:11

Submitted By: KEVIN NEWSON

Email: knewson@vikingcives.com

Transaction #: f283f15b-4825-4c11-94c8-aeacce35ed9b

Submitter's IP Address: 147.243.248.111

Specifications

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

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Cives Corporation FEIN: 16-0955800
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Viking-Cives Great Lakes Viking-Cives LTD Viking-Cives Midwest Inc. (FEIN: 20-4726446) Viking-Cives USA Viking-Cives Group LindCo Equipment Cives Corporation
4	Provide your CAGE code or Unique Entity Identifier (SAM):	04-654-5398
5	Provide your NAICS code applicable to Solutions proposed.	33112, 333120, 423110, 336110, 336211, 336212, 423830, 333924, 423810, 444230, 336120, 333111
6	Proposer Physical Address:	Cives Corporation - Viking-Cives Midwest, Inc. ATTN: Kevin Newson 2155 West Indiana Circle Salt Lake City, UT 84104
7	Proposer website address (or addresses):	www.vikingcives.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	David Wentzel Vice President Cives Corporation 3700 Mansell Road Suite 500 Alpharetta, GA 30022 dwentzel@vikingcives.com Tel: 770-993-4424
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Kevin Newson Western States Sales Manager 2155 West Indiana Circle Salt Lake City, UT 84104 knewson@vikingcives.com Tel: 801-204-4130
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Dan Wheeler General Manager 22956 Highway 61 Oran, MO 63771 dwheeler@vikingcives.com Tel: 573-262-3545 Chris Pobst Sales 22956 Highway 61 Oran, MO 63771 cpobst@vikingcives.com Tel: 573-419-2788

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

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Cives Corpertaion, consisting of Cives Steel Company and the Viking-Cives Group, was founded in 1952. Cives Steel Company is one of the largest fabricators of structural steel buildings in the United States. The Viking-Cives Group is a full-line truck equipment company and one of the largest snow and ice control equipment manufacturers in North America. Since its inception, the Viking-Cives Group has grown into a major supplier of snow and ice equipment with four full-line manufacturing divisions and 11 satellite installation facilities in the United States and Canada. Our core values are categorized by Communication, Development, Accountability, Safety, Integrity, Family, A Passion for Excellence, and Industry Leader. Providing high quality products and service to our customers is the foundation of our business philosophy.
12	What are your company's expectations in the event of an award?	Our expectation is to continue our commitment to Sourcewell, growing contract usage, and expanding membership.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Our company's stability is due to complimenting markets in the steel and truck equipment industries. Our financial success, which included over \$650 million in annual revenue, has allowed us to expand our footprint by building new locations, expanding on current properties, and acquiring new factory stores without incurring debt. Please see the attached DNB report (Exhibit A), EMR rating (Exhibit B), bank reference letter (Exhibit C), and Surety letter (Exhibit D) and 2024 Company Annual Report (Exhibit E, 2025 report not yet released).
14	What is your US market share for the Solutions that you are proposing?	While there is not exact information available for our industry, we are one of the three largest snow and ice equipment manufacturers in the US. We are the leader in Sourcewell cooperative contract sales for our category.
15	What is your Canadian market share for the Solutions that you are proposing?	We are the largest manufacturer of snow and ice equipment in Canada. We control over half of the market share.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Our company has never filed for bankruptcy.
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	The Viking Cives Group is a leading North American manufacturer of snow and ice removal equipment, supported by a dedicated in house sales and service organization. Operating through four manufacturing facilities and multiple branch locations across the United States and Canada, the company delivers direct to customer solutions that enable tailored, high quality equipment offerings. Strategic partnerships and a strong dealer network extend our market reach while maintaining alignment with our core values. Local dealer relationships, closely coordinated with territory sales managers, ensure responsive support and consistent customer engagement. This integrated approach strengthens our presence in key markets and enhances service to both end users and distribution partners.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	These are the required licenses we have: Trailer Manufacture License - Required to build and certify trailers. Dealers License - Required to do turnkey trucks and transfer titles. Vehicle Certification License - Required to verify Federal and DOT regulations. While not required, many staff members hold ASE and welding certifications.

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	We have never had a suspension or debarments.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Our innovative products—including the Tow Plow, Salt Saver Plow, and Magna Wing—have been recognized by numerous government agencies. Case studies from Michigan and California highlight the cost saving benefits of multi lane clearing, and news organizations in NY, UT, AZ, SD, ND, and MO have also featured our equipment. We additionally hold multiple patents, including those for the Bi Directional Tow Plow, Highway Guardrail Maintenance Trailer, and Side Shift Plow.	*
21	What percentage of your sales are to the governmental sector in the past three years?	2025 - 88% 2024 - 85% 2023 - 89%	*
22	What percentage of your sales are to the education sector in the past three years?	2025 - 4% 2024 - 3% 2023 - 5%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Cooperative contracts: Sourcewell, Canoe, NASPO State contracts: Arkansas, Connecticut, Delaware, Idaho, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Montana, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Oklahoma, Oklahoma Turnpike, Oregon, Rhode Island, South Dakota, Tennessee, Utah, Washington, West Virginia, Wyoming Annual sales volume for cooperative contracts: 2025 - \$70 million 2024 - \$61 million 2023 - \$27 million Annual sales volume for state contracts: 2025 - \$180 million 2024 - \$160 million 2023 - \$130 million	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have any GSA or SOSA contracts.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Kingston	Adam McDonald	(613) 453-3077	*
Elkhart County Highway Department	Kyle Wagner	(574) 369-9261	*
Kentucky Transportation Cabinet	Rick Durham	(502) 545-3891	*

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. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	<p>We have 42 regional sales staff employed by us spanning across the US and Canada. The locations are based out of:</p> <p>US locations: Harrisville, NY Lewiston, ME Oakfield, NY Williston, VT Waterbury, CT Nashville, TN Merrillville, IN Morley, MO Grain Valley, MO Salt Lake City, UT Pacific, MO Battle Creek, MI</p> <p>Canada locations: Mount Forest, Ontario Calgary, Alberta Edmonton, Alberta</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>In addition to our staff, there are 24 additional sales staff at select dealers in the US and Canada.</p> <p>US locations: Oklahoma City, OK Salem, OR Spokane, WA Boise, ID Dallas, TX Lancaster, PA</p> <p>Canada locations: Mattawa, ON Newmarket, ON Carleton Place, ON Kingston, ON Keswick, ON Blenheim, ON Frederickton, NB Sherwood Park, AB</p> <p>We also partner with chassis manufacture's that have the ability to sell our products.</p>	*
28	Service force.	<p>Each manufacturing facility in Michigan, Missouri, New York, and Ontario, Canada has a designated point of contact responsible for coordinating local service personnel. We employ a team of 15 dedicated service technicians, supplemented as needed by vendor provided service staff. Additionally, our sales representatives—who are typically based near the customer—are equipped to provide service support when required, leveraging their extensive product knowledge.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Equipment quotations are prepared based on the established price and product list and submitted to the customer for review, including the applicable contract and item numbers. Upon issuance of a purchase order, the quotation is converted into a sales order and scheduled for production.</p> <p>Distributors prepare equipment quotations using the same price and product list. These quotations are submitted to the dealer for review, inclusive of the relevant contract and item numbers, and subsequently forwarded to the member for approval. Upon receipt of a purchase order issued directly to us, a corresponding purchase order is issued to the dealer for their portion of the work. The resulting sales order is then scheduled for production.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our sales staff leads our customer service efforts. Not only do they excel in their knowledge of the snow and ice business, but they are also certified in a number of services and have undergone training to provide customers technical support at a moments notice. Customers can also reach out to our technical support staff located at each of our manufacturing plants. Most requests for service are resolved within hours to maintain customer relationships.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	<p>We operate four manufacturing facilities across North America that supply our network of eleven branch locations. By partnering with strategic organizations, including local chassis dealers, we are able to extend our reach and deliver products and support directly within their markets. This approach enables us to provide comprehensive service coverage to all 50 states.</p>	*

32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Through our Sourcwell and Canoe cooperative contracts, our single manufacturing plant and two factory stores currently account for more than 75% of all sales within our contract category in Canada. We are committed to leveraging this new Sourcwell contract to further expand our market share and strengthen our presence across the region.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We service all geographic areas of the United States and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All of our products and solutions are available to every entity.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We have no restrictions for any participating entity.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we will extend terms to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy focuses on strengthening Sourcwell brand awareness, increasing product visibility, driving website traffic, generating qualified leads, and enhancing customer engagement. Additionally, we aim to develop detailed buyer personas to better understand our target audience's demographics, interests, challenges, and social media behaviors. Please see Exhibit G, page 17 for an example. Please see this link: https://www.cives.com/sourcwell/ for an example of our online marketing.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We prioritize social media platforms that best align with our target audience and overall business objectives, including channels such as LinkedIn, Facebook, Instagram, X/Twitter, YouTube, and relevant industry-specific networks. Our approach considers the types of content that perform most effectively on each platform, allowing us to focus efforts where they will generate the greatest impact. In addition, we employ targeted outreach and relationship-building strategies, providing customers with updated location flyers, sales literature, website resources, and key contact information to support engagement and conversion. Please see Exhibit F for a few examples of our online marketing and training videos on YouTube	*
39	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	We have found that promoting this contract through word-of-mouth and maintaining a strong presence at expos and trade shows is highly effective for increasing Sourcwell visibility. Directing prospective customers to the Sourcwell website and helping them understand the program's benefits and available options further supports adoption. We also value the annual sales training and informational sessions provided by our cooperative contract manager. Internally, we integrate this contract into our operations through quarterly sales meetings focused on understanding, discussing, and maximizing the use of Sourcwell. Additionally, we implement targeted strategies, such as joint literature, to strengthen customer awareness and engagement with the contract.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the complexity of our products, we do not offer an online e-procurement option. Instead, our sales team works closely with each customer to develop tailored packages that accurately meet their specific requirements.	*

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

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Training is a standard component of our service model. Once equipment is completed, our sales team provides on-site operator training at no additional cost. Tow Plow training and implementation sessions are conducted upon delivery to ensure proper operation and adherence to public safety best practices. We also collaborate with our vendors and chassis dealers to provide joint training opportunities as needed.</p> <p>Specialized training is available at an additional cost.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>Our patented Salt Saver plow is engineered to minimize the amount of material required to melt ice on roadways, reducing both salt usage and the number of passes needed to achieve clear pavement. Our Tow Plows and Magna Wing further enhance operational efficiency by allowing a single operator to clear two driving lanes simultaneously, effectively doubling productivity. When paired with advanced hydraulic systems, these solutions provide valuable operational data—including plowing speed, material usage, and location information—helping protect members by offering detailed records in the event of an incident.</p>
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>While there is not green certifications for our type of products we manufacture a range of specialized products designed to minimize soil contamination caused by treated snow and ice runoff. In addition, we maintain a dedicated board that meets monthly to advance electric vehicle implementation within our market, ensuring we remain aligned with emerging technologies, trends, and product innovations.</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Our business is not eligible for any third-party issued eco-labels, ratings or certifications.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Innovation and customer service are central to our mission. Our products are specifically engineered to address industry challenges such as operator shortages, reduced chemical usage, and improved fuel efficiency. Drawing from extensive field experience, we have developed unique solutions—most notably the Tow Plow—to meet specialized operational needs. We have been awarded multiple patents, each representing a novel approach to snow and ice control that helps reduce time, costs, and concerns for our customers. Our clients continue to seek our expertise for custom solutions because we are committed to exploring new ideas and providing exceptional support.</p>
46	Describe any control layout and automation features such as joystick-based controls, integrated touchscreens, preset operating modes, or automated blade/broom/spray functions your solution offers to reduce operator workload and minimize repetitive motions.	<p>We offer steering wheel-based controls designed to maximize operator focus and safety during equipment operation. Our ground-speed-oriented spreader controls ensure proper and consistent material application, with available automated recall features that support both operator and public safety in emergency situations. Additionally, we provide location-based technology that enables community information sharing and comprehensive municipal data tracking. We offer a full range of ergonomic control options, which include touchscreen and remote capabilities.</p>
47	Describe any high-visibility features such as reflective or LED plow markers or enhanced lighting packages your equipment offers.	<p>Some of our innovative lighting solutions include raised configurations designed to extend above snow fog during plowing operations, while remaining fully removable during the summer months. Additional visibility-enhancing options include 360-degree lighting packages, high-visibility paint and reflector enhancements, and integrated sign boards to support safer and more effective roadway operations.</p>
48	Describe any protective guarding, emergency stop features, audible or visual alerts, or temperature-aware sensors your equipment offers.	<p>Our products incorporate a comprehensive suite of advanced safety, monitoring, and operational features, including:</p> <ul style="list-style-type: none"> Body-up indicators to enhance operator awareness Collision-avoidance systems that help reduce the risk of equipment damage Road and ambient temperature sensors for improved material application accuracy Hydraulic fluid temperature sensors to prevent component overheating Top safety grates designed to protect operators during maintenance activities Manual hydraulic disconnects for safe and efficient service procedures Equipment warning decals to support proper operation and safety compliance Backup alarms to improve awareness and reduce reversing incidents Integrated camera systems to enhance visibility and operational safety

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. Our company is not eligible.
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. Our company is not eligible.
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. Our company is not eligible.
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. Our company is not eligible.
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. Our company is not eligible.
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. Our company is not eligible.
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. Our company is not eligible.
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. Our company is not eligible.
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A. Our company is not eligible.

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
58	Describe your payment terms and accepted payment methods.	Payment terms are net 30 days. We accept ACH, check, credit cards, and purchasing cards.
59	Describe any leasing or financing options available for use by educational or governmental entities.	Lease and finance options are available through third-party providers at no additional cost to the customer. These services are typically offered in partnership with the chassis manufacturer and or leasing companies with a Sourcewell contract.
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Our standard documentation process includes the following steps:</p> <ul style="list-style-type: none"> • Quote – Provides detailed equipment specifications, contract numbers, and pricing. Upon customer approval, a purchase order is issued. • Customer Forms – Establish the customer account and collect required payment information. • Packing List – Provided at delivery and outlines detailed product information. • Invoice – Issued to notify the customer of the amount due and provide remittance instructions. <p>No additional terms or conditions are applied beyond those outlined in the contract and required documentation.</p> <p>Please see Exhibit H for quote example, and standard warranty policy under Additional documents.</p>

61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept purchasing cards at no additional charge for transactions up to \$3,000. For amounts exceeding this threshold, a fee may be applied depending on the items being purchased.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	All products we offer include a minimum discount of 25% off MSRP. In most cases, final pricing reflects an even greater discount once the equipment is customized to meet the specific needs of the local market. Please see Exhibit I, for price and product file.	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	A minimum of 25% off our MSRP pricing.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Purchases above five turnkey units will qualify for an additional discount off our MSRP price list. Currently, there are no rebate programs available.	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced items will be offered at no more than a 25% markup. A quote for such items will be supplied each time.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Government-imposed tariffs and surcharges may not be included in the listed pricing. Applicable sales tax and excise tax are also excluded.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is an additional charge and varies based on the product and the customer's location. These costs are fully disclosed during the quoting process. Most items are shipped through third-party motor carriers.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For customers in Alaska and Hawaii, we provide the same comprehensive services available within the continental United States. We also maintain locations in Canada to support Canadian customers using U.S.-equivalent shipping methods. When parts are shipped from the United States to Canada, we manage all required customs documentation, with applicable shipping charges added to the order. Offshore deliveries are coordinated through established freight partners, and all related costs are included in the final order.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer multiple distribution options for completed trucks and equipment, including direct delivery to customers, customer pickup, coordination through our dealer network, or third party transportation services. While units are typically manufactured at the facility near the customer, alternative locations may be utilized as needed. Qualified freight carriers and licensed customs brokers are engaged to ensure safe, efficient, and compliant cross border transportation.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	The Sourcewell price and product list is maintained within our quoting system and stored in a shared directory to ensure accuracy and accessibility for all sales staff. Each Sourcewell quote is reviewed by our contract administrators to verify contract numbers, item numbers, and pricing prior to submission to members. Specialized item numbers within our quoting system generate usage reports, supported by a secondary tracking program that categorizes products for additional oversight. Quarterly reports are reviewed by contract administrators and submitted to the cooperative contract manager within 30 days of quarter end, with the administrative fee remitted within the same timeframe. An 18 month report is also reviewed periodically to ensure continued accuracy.	*

71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	We regularly assess our performance relative to key competitors to identify trends and opportunities. These insights inform decisions regarding new locations and product effectiveness across specific regions. Our CRM system consolidates sales data and produces visual reports that highlight historical performance, regional trends, and emerging opportunities. This information is reviewed during quarterly regional and annual company wide sales meetings. Sales activity is also evaluated in coordination with territory managers to support continued growth in contract utilization.	*
72	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.	Our proposed contract administrative fee is 1% on equipment offered except chassis' Class 6, 7, 8 chassis: \$700 flat fee per unit Medium/Light duty chassis: \$350 flat fee per unit	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing is offered at a minimum of 25% off our MSRP price list and is as good or better than typically offered.

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

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	The products offered are snow and ice related equipment packages, chassis', turnkey packages, medium duty turnkey packages, front plows, front hitches, material spreaders, spreader stands, dump bodies, combination dump bodies, hydraulic systems, underbody scrapers, emergency warning light packages, road repair, maintenance, maintenance vehicles, recovery equipment, installation, wing plows, hooklift and roll off products, surface-clearing devices, Tow Plows, trailers, direct liquid units, cutting edges, refurbished products, parts, open market and sourced goods, service, and training.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Snow plow, one-way plow, two-stage plow, pusher plow, expressway plow, wing plow, Tow Plow, underbody scraper, spreader controls, deice maker, direct liquid units, dump body, material body, load cover systems, combination body, salt spreader, spreader, sander, direct liquid, liquid system, snow blowers, sweepers, pre wet, emergency lighting, installation, camera systems, laser indicators, open market and sourced goods, training, service, parts, supplies, repair, and accessories.

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
76	Plows	<input checked="" type="radio"/> Yes <input type="radio"/> No	Various widths, heights, trip mechanisms, and configurations. *
77	Blades	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wear reducing technology, multiple styles to accommodate different climates. *
78	Wings	<input checked="" type="radio"/> Yes <input type="radio"/> No	Various widths, heights, trip mechanisms, and mounting configurations. *
79	Blowers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Self-propelled, attached, multiple volumes available. *
80	Snow Removal Brooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Chassis-mounted, self-propelled, towable. *
81	Distribution equipment (spreaders or sprayers) designed for the application of de-icing or anti-icing solids or liquids	<input checked="" type="radio"/> Yes <input type="radio"/> No	Spreaders, direct liquid units, and application equipment and products.
82	Snow melting equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Various sizes and configurations.
83	Dump bodies, specialty equipment, and air or hydraulic systems, related to upfitting or modification primarily for snow and ice handling	<input checked="" type="radio"/> Yes <input type="radio"/> No	Dump bodies, trailers, liquid components, upfitting services, and specialty equipment.
84	Parts, supplies, accessories, and services related to the upkeep, repair, or maintenance of the offering of equipment described above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Repair, and maintenance parts, supplies, labor, and transportation services.
85	Describe in detail any complementary and additional services included in your proposal for services such as snow and ice handling as a service, contracted work, or other services related to the snow and ice handling equipment offered. Provide details related to third parties involved and how the services are provided to agencies.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Complimentary operator training, calibration, and mechanical training provided by us.

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

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the

zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing Exhibit I - 033126 Sourcewell Price and Product List 2026 3.3.26.xlsx - Monday March 30, 2026 14:41:00
- [Financial Strength and Stability](#) - Financial Exhibit A B C D E.pdf - Monday March 30, 2026 14:45:25
- [Marketing Plan/Samples](#) - Marketing Exhibit F G.pdf - Monday March 30, 2026 14:48:39
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Standard transaction Exhibit H VIKINGQUOTE.pdf - Monday March 30, 2026 14:49:37
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Cives-Viking Warranty.pdf - Tuesday March 31, 2026 11:34:00

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. - Kevin Newson, Western States Sales Manager, Cives Corporation / Viking-Cives

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_4_Snow_and_Ice_Handling_Equipment_RFP_033126 Fri March 20 2026 03:28 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Snow_and_Ice_Handling_Equipment_RFP_033126 Wed March 18 2026 09:58 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Snow_and_Ice_Handling_Equipment_RFP_033126 Mon March 16 2026 01:38 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Snow_and_Ice_Handling_Equipment_RFP_033126 Fri March 13 2026 08:32 AM	<input checked="" type="checkbox"/>	1