

**Solicitation Number: RFP #080521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cimline, Inc., 2601 Niagara Lane N., Plymouth, MN 55447 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Roadway Maintenance Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 11, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services 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 Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and

- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. 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 and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract 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.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$1,000,000 per occurrence

\$1,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcwell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcwell and its Participating Entities, including their 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 Contract 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. **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 be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. 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).

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. 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 Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Cimline, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/5/2021 | 8:29 PM CDT

DocuSigned by:
Ben Thielbar
By: 2A3E1FB474C548A...
Ben Thielbar
Title: Director
Date: 10/11/2021 | 12:58 PM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 10/11/2021 | 12:59 PM CDT

RFP 080521 - Roadway Maintenance Equipment

Vendor Details

Company Name: Cimline, Inc.
2601 Niagara Lane N
Address: Plymouth, MN, Minnesota 55447
Contact: Ben Thielbar
Email: Bthielbar@cimline.com
Phone: 612-916-4966
Fax: 763-694-2665
HST#: 38-3087429

Submission Details

Created On: Tuesday July 13, 2021 11:45:04
Submitted On: Thursday August 05, 2021 11:45:07
Submitted By: Ben Thielbar
Email: Bthielbar@cimline.com
Transaction #: 4cfb3fe5-521b-4942-a265-8d95d8ab66de
Submitter's IP Address: 75.102.167.44

Specifications

Table 1: Proposer Identity & Authorized Representatives

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).

| Line Item | Question | Response * |
|-----------|--|--|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | Cimline, Inc. |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | Cimline, Inc. is the proposer for the bid. Cimline, Inc. sister company of Duraco, Inc. dba DuraPatcher manufacturers spray patching equipment that is sold by and under the Cimline product portfolio. Plymouth Industries of Plymouth MN is the Parent Company of both Cimline, Inc. and Duraco, Inc. Cimline, Inc. is the sales outlet for the family of pavement maintenance products. |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | Cimline, Inc. Duraco, Inc. DuraPatcher |
| 4 | Proposer Physical Address: | 2601 Niagara Lane N Plymouth, MN 55447 |
| 5 | Proposer website address (or addresses): | www.cimline.com |
| 6 | 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 and, in the event of award, will be expected to execute the resulting contract): | Ben Thielbar Director 2601 Niagara Lanne N Plymouth, MN 55447 bthielbar@cimline.com 612-916-4966 direct cell 763-694-2665 office main line Attached Authorized Signature document from board. |
| 7 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Ben Thielbar Director 2601 Niagara Lanne N Plymouth, MN 55447 bthielbar@cimline.com 612-916-4966 direct cell |
| 8 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Lance Hartmann President Plymouth Industries 2601 Niagara Lane N Plymouth, MN 55447 lhartmann@plymouthind.com 651-231-2252 direct cell 763-694-2665 office main line |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|--|---|
| 9 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | Cimline, Inc has been in business for more than 50 years. The best rides are on forgettable roads preserved safely and efficiently by the most innovative pavement preservation equipment. The core values of Cimline, Inc. and all of the Plymouth industries companies are: Be Safe, Impress the Customer, Performance Driven, Quality in All We Do, Acting's with Integrity and Professionalism, Collaborative Continuous Improvement. Additional attachment "Cimline Support Insurance-Sales-Marketing-Quality" |
| 10 | What are your company's expectations in the event of an award? | It is the intent of Cimline to use the Sourcewell Contract if Awarded to extend our footprint in the governmental sales with our dealer network across the US and Canada by providing a simple solution to our end users. To do this it is Cimline's expectation is that we would want to display Sourcewell front and center on all literature and marketing material as well as front page to our web site and any national ad campaigns that are taken on. Over 70% of the products produced by Cimline are for the governmental market place. We have the marketing team in place for both digital and print to complete these steps quickly and maximize our ability to utilize a Sourcewell contract and provide superior support to the end user with the Cimline dealer network. The majority of our current dealer network has experience using Sourcewell currently with other products they offer. We have also had other government agencies request by name Sourcewell as a purchasing option they prefer. Cimline sees this opportunity as a key step in future business opportunities. |
| 11 | 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. | Cimline, Inc. and Duraco, Inc. are both Plymouth Industries Companies. Cimline, Inc. has been in business for over 50 years. Attached you will find Financial statement for Cimline, Inc., Duraco, Inc. and also Plymouth Industries as well as the credit references for Cimline, Inc. are detailed in the Table 2 attachments under Financials. |

| | | |
|----|---|--|
| 12 | What is your US market share for the solutions that you are proposing? | <p>This detail is provided independently based on an assumed US market size. AEM (Association of Equipment Manufacturers) does not compile industry market share in this category. Cimline, Inc. produces about 225 Crack Sealer trailer frames per year. Cimline expects this to be about 35% of the market place in that category.</p> <p>Combination Mastic Melter and Crack Sealer in 1 machine. Cimline is the market leader.</p> <p>Mastic Patch only trailer mounted machines Cimline is the 3rd in the industry as this is a brand new market segment in 2020 for Cimline, Inc. We expect to complete the year at 22 units and this would represent the above ranking.</p> <p>In Spray Patching Equipment Cimline, Inc. with the DuraPatcher trailer patcher is the market leader. We product on average 72 trailer units per year. Rosco, and Crafcoc have both left this market segment base on the success of the DuraPatcher.</p> <p>In the 1 Person In-Cab Operated Spray Patcher, Duraco is second in the marketplace world wide to Rosco. We currently produce on average 20 of these units a year in the US and Canada.</p> <p>Cimline is the Market Leader in Vertical Asphalt Emulsion Storage Tanks which support the pavement maintenance industry. Cimline currently products on average 38 storage tanks per year. TXDOT is our largest customer with more than 174 tanks over the last 22 years.</p> <p>Other support products offered by Cimline, Inc. include: Tack Kettles for patching (under 500 gallons) Asphalt Routers, Trailer Mounted Emulsion Storage Tanks, Heat Lances to prepare maintenance areas as well as utility items to assist in the placement of crack sealant and mastic binder.</p> |
| 13 | What is your Canadian market share for the solutions that you are proposing? | <p>We expect our market share in Canada is directly representative of the same shares above in the US. The market competitors do not change between US and Canada. Marathon is</p> |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No. |
| 15 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>B) Cimline, Inc. is a manufacturer who works through a dealer network in the United States, Canada, and Internationally.</p> <p>Cimline, Inc. has a sales staff of 1 Director and 7 Regional Sales Managers. The regional manager territories are described as; Northeast which includes eastern Canada, Southeast, Great Lakes which includes Ontario Canada, Midwest with includes Manitoba Canada, the Northwest with includes the remainder of Western Canada, the Southwest Territory, and finally International which is all other outside the United States and Canada. Our International manger Matt McCormick speaks German, Russian, Spanish, Mandarin, and English and has over 20 years experience in exporting products. The sales team all has demonstration equipment and experience in the industry from 7 years to as many as 31 years to assist our dealers in finding solutions in pavement maintenance for their customers. The sales team provides dealer sales and solution training as well as providing continuing education training during the year at events like APWA PWX, LTAP Training, and state Asphalt Paving Associations.</p> <p>Cimline, Inc. has a service staff that includes 1 Director of Customer Care, 2 technical service specialists for phone and support, 1 order support specialist for data entry in the order process, 1 Sales Support Specialist located at the main office in Plymouth, MN who assists dealers and end customers in training, support, and continued technical education, and 1 Sales Support Specialist located at the Pearl, MS manufacturing location of Duraco, Inc. that also specializes in customer training, support, and continued technical education for our customers and suppliers. The support staff also offers annual service training schools with hands on training at our main facility in Plymouth, MN. In addition, our support staff also provides continued dealers service and support training at dealer facilities as well as providing industry service training and continued training on request of government agencies.</p> <p>In addition to the above, Cimline has support from an engineering staff in Plymouth at the main office consisting of Mike Halvorson, Director Engineering, with over 20 years experience in pavement maintenance product design, as well as 4 other engineers who directly report to Mike.</p> <p>The dealer network for Cimline, Inc is composed of a network with reach and branch locations in all 50 states and also complete coverage of Canada. Many of our dealers have multiple branch locations. Our dealer network has extensive training in asphalt, pavement maintenance, as well as other general large equipment lines like Volvo, John Deere, Komatsu etc. Each dealer for the Cimline network is a stocking dealer. Stocking requirements are placed on both equipment and most importantly service parts so that the entire network is ready to assist a customer at any time.</p> <p>Lastly, Cimline has an internal marketing team of 3 individuals whose primary focus is divided between digital media, product management, and marketing director.</p> <p>All of the employees as described above are direct to Cimline, Inc. Not third party.</p> <p>Attachment Table 2 has a listing of Dealers and branch locations.</p> |
| 16 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>All cimline dealers are required to participate in both Sales Product Training as well as Service Product Training. Service Schools are held annually at the factory in Plymouth, MN as well as being held in each sales territory during the year. Any new dealer has a specific hands on product training held at the new dealer's main location. This training involves both sales and service and is hands on with equipment.</p> <p>All Cimline dealers have a focus in the asphalt and concrete industry in both the paving and maintenance equipment.</p> |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | None. |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
|-----------|--|---|
| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years | <p>Patent US-2020087868-A1 Methods and Apparatus for Repairing Road Surfaces</p> <p>Patent US-7729836-B2 Patcher System and Associated Methods</p> <p>Cimline has been issued 12 patents for pavement maintenance products over the last 23 years.</p> <p>Contractors Choice Spray Patching Gold 2016, 2017, 2020 and Bronze 2018, 2019.</p> <p>2015 Risk and Reward of Introducing New Products to Highway Professionals. this was for the introduction of the first combination on demand mastic mixer / crack sealing machine. This is the Cimline model C1</p> <p>Contractors Choice 2020 Roads and Bridges Contractors Choice 2018 Roads and Bridges</p> |
| 19 | What percentage of your sales are to the governmental sector in the past three years | For all products sold by Cimline, Inc. including DuraPatcher over 70% of the total sales volume is governmental. |
| 20 | What percentage of your sales are to the education sector in the past three years | I would answer specifically none. Most education pavement maintenance is done by contract or by the local municipal government. |
| 21 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>MN State Equipment Contract. Primarily Rentals and Patcher Sales. the Cimline Dealers Swanston Equipment and Midstates Equipment both have swift numbers to sell and report on this contract. This contract is used by the state and any participating government agency. It has an estimated value of \$248,000 annually, and \$744,000 over the last three years.</p> <p>MiDeal Contact. Again this contract is bid by Cimline, Inc. and the dealer Alta Equipment can also sell and report individually on the contract. This contract is for both rental and sales to the State and any participating agency. In 2021 YTD we have \$219,000 in sales and rentals contributed to this contact. Over the last three years it is has a slightly lower annualized rate and totals \$431,000.00</p> <p>Buy Board. This is a cooperative purchasing contract primarily used in Texas. Cimline's three year total sales under this contract is \$777,287.00</p> <p>HGAC contract is national cooperative purchasing contract. It has been used less and less over the last three years as Sourcewell has become a primary resource to most agencies we work with. Total sales for 2019, 20, and 21 are \$373,027.00</p> |
| 22 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | NONE. We do currently have a cage code number to sell to federal agencies under Duraco, Inc. but there is currently no GSA contract in place. |

Table 4: References/Testimonials

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

| Entity Name * | Contact Name * | Phone Number * |
|-----------------------------------|--|---|
| MI DOT | Scott Poyer, Fleet Specialist | 517-719-6802 poyers@michigan.gov |
| City of Fargo, ND Public Works | Ben Dowd, Public Works Director, City of Fargo | 701-241-1463 bdow@cityoffargo.com |
| City of Bismarck, ND Public Works | Kurt Ohnell, Fleet Manager | 701-355-1711 office kohnell@bismarcknd.gov |
| Nevada DOT, NV | Jeff Greenblat, Equipment Operations Manager | 775-834-8402 jgreenblat@dot.state.nv.us |
| City of Yonkers, NY | John Naughton, Equipment Operations | 914-490-4867 |

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * |
|--------------------------------------|---------------|--------------------|--|--|---|
| TX DOT and Texas Comptrollers Office | Government | Texas - TX | Build vertical emulsion storage tanks for the state of TX DOT yards for their use in pavement maintenance with chip seal, patching, and paving. | \$74,250 each for Vertical Asphalt Emulsion Storage Tank with Pump | 11 tanks in last three years \$816,750.00 |
| State of Michigan | Government | Michigan - MI | Rentals and Sales of DuraPatcher Spray Patching equipment as well as Cimline Crack Sealers and Mastic Applicators | From Rentals at \$4800 per month to equipment purchase P2 spray injection patchers at \$76,512 and ME3 Mastic Patchers at \$70,400 | This contract is service by both Cimline and Alta Equipment Company the dealer. Approximate Sales and rental totals for 3 years \$452,920 |
| State of MN DOT | Government | Minnesota - MN | Supply trailer mounted spray patchers and trailer mounted crack sealers for both sales and rentals. This is serviced through the Cimline dealer network | Rentals from \$3800 per month to new equipment trailer spray patchers at \$79,500 | This contract is serviced mainly by the Cimline Dealer. Total Rentals and Sales is over three years combined with Swanston, MidStates, and Cimline are over \$837,000 in total between the three. |
| State of Nevada | Government | Nevada - NV | Supply crack sealing equipment and spray patching equipment for purchase and rental both. This relation ship started 5 years ago by supplying new melters annual for rental and resulted in the purchase of melters and spray patchers both of the last 5 years. | Rentals from \$5000 per month to New Melters at \$57,650 base price and Trailer spray injection Patchers | Approximately \$227,950 in the last three years in sales and rentals. |
| Nebraska Department of Roads | Government | Nebraska - NE | We have held the NDOR contract to supply melters to the state for over 14 straight years now. This bid takes place every 2-3 years with opportunity for extension. Cimline supplies the state trailer mounted crack sealing equipment. | per trailer unit \$60,997.00 2021 PO for 5 units | Approximately \$548,970.00 or 9 units over last 3 years. |

Table 6: Ability to Sell and Deliver Service

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 * |
|-----------|--|--|
| 25 | Sales force. | 5 Regional Sales Managers for North America. 1 International Sales Manager 2 Product Support Specialist for Demonstration and Field Product Operations Training 1 Sales Director Supporting documentation in Additional Uploads "Cimline Support Insurance-Sales-Service-Marketing-Quality" |
| 26 | Dealer network or other distribution methods. | Strong dealer network. We have locations available to service all US States except Hawaii and all Canadian Provinces. Our dealer network consists of dealers who concentrate in the asphalt paving, concrete paving, and road maintenance industries. Each dealer and branch location are trained in sales, service, and support for Cimline and DuraPatcher products. |
| 27 | Service force. | 3 Technicals service and support staff on hand in Plymouth, MN Factory 2 Technical service and support staff on hand in Pearl, MS Factory 1 Customer Care Director 2 Product Support Specialists who support sales and service both with travel 1 Senior design Engineer 2 Project Engineers 1 Continuation Engineer. All of our team can travel for levels of support as well as educational training. Supporting documentation in Additional Uploads "Cimline Support Insurance-Sales-Service-Marketing-Quality" |
| 28 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | The servicing dealer is expected to be the main point of contact by the agency for the equipment so that their support contact is familiar and close to the ordering agency. In this process it is supported both by dealer sales and the Cimline sales team. From the submission of the order with the dealer it is sent into Cimline Customer Care for process. At that time an Order Verification is sent to the dealer and customer to verify the build, options, and matching PO price. After the order is verified by the customer to be correct a delivery date is issued for the machine based on the production lead time at time of order. Once the machine is on the assembly line the dealer is notified that the machine on order is in process near completion. At that time the dealer contacts the end user on an updated delivery notification and begins to plan any training necessary in conjunction with the Cimline Sales and Service Support team. |
| 29 | 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. | Our customer care team can be contacted by email and or phone number as outlined on the cover of the price pages and the dealer reference guide. Our customer care center has a phone system that works like a call center. When called, the first available representative will answer and begin the support process. Likewise, all emails sent to customer care come in on a main address and are handled by the first available customer care person. These emails are retained on a working list until the ticket is closed. During the service and support process the customer is also given a direct contact to the customer care representative in the case additional information is needed or content shared. All phone calls and emails are tracked and ticketed closed using customer care management platform. We have published hours for "same day shipping" based on our UPS pick-up schedule. All parts and service quotes are given an immediate price and availability status. Once an order to customer care is in place an order verification is sent upon data entry similar to the process in sales of new equipment described above. |
| 30 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Cimline has had many requests over the last several years to work to gain a contract with Sourcewell. It is Cimline's intent to notify all dealers, and branch locations, with a complete information packet regarding a Sourcewell issued contract and the "how to" process. After dealer notification and process takes place, it is the intent of Cimline to then update the web site main page, LinkedIn account, and all social media with news on the new availability to Sourcewell to simplify government sales opportunities. |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Cimline treats its Canadian dealers in the exact same manner and process. Cimline has a dealer network that covers all of the lower Canadian provinces from coast to coast. It is Cimline's intent to notify all dealers, and branch locations, with a complete information packet regarding a Sourcewell issued contract and the "how to" process. This is the exact same process we would use for the US dealer network. All of our Canadian dealers are members of AED and operate with the same processes as the US market. |
| 32 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | Hawaii does not have a service location. In Canada Cimline does not have a service location inside the provinces of Yukon, Nunavut, and the Northwest Territories (they are serviced from the Edmonton Dealer but no physical location) |
| 33 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | There are no sectors that we will not be fully servicing other than what is described above due to geographic limitations. It is Cimline's intent to promote Sourcewell and reduce its purchasing programs like HGAC, and BuyBoard. |
| 34 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | We do not have a service location in Hawaii but have the ability to partner with local contracting services. Alaska Cimline has a participating dealer and support structure. Cimline does not have dealers in other US Territories. The only restriction to Cimline to service customers in this area would be a "freight actual" shipping charge as freight can not be booked at a common mileage rate for trucking as it can in the continental North America. |

Table 7: Marketing Plan

| Line Item | Question | Response * |
|-----------|--|---|
| 35 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Cimline intends to promote the availability of equipment on the Sourcewell contract through all core areas. These areas include but are not limited to:</p> <p>Web Site www.cimline.com</p> <p>Dealer Cimline App on Phone (Modus Communicate): This allows us to upload a dealer Sourcewell folder that any Cimline dealer can access with instructions on the contract and pricing. We can also push notifications through the Cimline App to the dealer network in the form of announcement.</p> <p>National Ad Campaigns Print. We currently advertise national in support of our dealer network in Pavement Magazine, Asphalt Paving and Equipment (APE), Roads and Bridges, and also with the Pavement Maintenance Institute.</p> <p>Social Media. Cimline has a presence on LinkedIn, and Instagram where we post weekly regarding new process, demonstration tours, new products, and with high hopes, new contracts like Sourcewell.</p> <p>Print Media Cimline. Cimline would like to incorporate the Sourcewell logo and contract number on its literature brochures that are provided for the government sector.</p> <p>Supporting documentation in Additional Uploads "Cimline Support Insurance-Sales-Service-Marketing-Quality</p> |
| 36 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>Cimline uses both LinkedIn and Instagram. LinkedIn works well for the professional managers on products and information. Cimline does paid advertising campaigns here and targets for example public works directors and fleet managers directly. It would be the intent of Cimline to run a campaign informing the awarded Sourcewell contract.</p> <p>On Instagram it is more about branding and awareness and less about lead generation. Cimline would post and promote the contract in this manner on Instagram, it is just less formal and more picture orientated.</p> <p>On our web site www.cimline.com we have a main page scrolling banner where we would feature Sourcewell and the contract number. Through navigation of the site in the products platform we would also like to add a box for "Sourcewell Participating Agency" so that we can track it through our internal lead generation and provide feedback to the dealer instantly on not only the product they are interested in but also the purchasing manner they prefer.</p> |
| 37 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | <p>I would expect that Sourcewell promote itself to the agencies in an arena of gaining participating agencies, not specifically promoting a certain contract or company within. I think it is up to the manufacturer to make sure the prospective customer knows and understands the availability of how to purchase from Cimline. It is Cimline's intent to promote Sourcewell as a primary agency purchasing option. this will save both time and money for the customer, the dealer, and Cimline in the total sales process. Availability to a Sourcewell contract will be a leading topic to start that discussion. Sourcewell's online video description is a prime example of Sourcewell promoting the availability to the simplified process and money savings to the agency.</p> |
| 38 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>Cimline does not have an e-purchasing portal at this time. We do have a support submission for contact on our website for tech support, but not for the ordering process.</p> |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
|-----------|---|---|
| 39 | 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>All equipment operations training and service training is provided free of charge by Cimline, Inc. or the servicing dealer within the continental US and Canada. We also provide regional service schools for dealers and customers annual upon request in sales regions, as well as annual at the Cimline factory in Plymouth, MN. Cimline also provides training on industry best practices, and new technologies at request. Examples of organizations that we have worked with are; LTAP, NAPA and its state chapters, NPE, APWA and its state chapters.</p> <p>Supporting documentation in Additional Uploads "Cimline Support Insurance-Sales-Service-Marketing-Quality</p> |
| 40 | Describe any technological advances that your proposed products or services offer. | <p>The C1 Combination Mastic Patcher / Crack Sealer is the industries first mix on demand mastic patcher that allows customers to use local materials rather than shipping pre packaged mastic by the truck load. This design and process is patented by Cimline, Inc. In its most basic comparison, it allows an entity to mix mastic on demand for \$0.26 per pound rather than buying it pre packaged at an industry average of \$0.62 per pound. When factored into a single ton this provides the agency with a material savings of \$700 per ton. On average a user places over 7 tons per day of usage.</p> <p>The P1 is the first in industry gas engine spray injection trailer mounted patcher. It also is the first spray injection patcher to offer a non-pressurized emulsion tank and delivery system.</p> <p>The P2 trailer mounted spray patcher provides the industries only vent flow nozzle that is used on all DuraPatcher spray injection patchers. This allows air to exit the system and the patch to be controlled in finite placement locations.</p> <p>The P2 has also succssellfully forced competitive industry models to exit the market produced by Crafcoc and Rosco / Leeboy. The P2 is the market leader in its trailer mounted category.</p> <p>The P5 1 Person truck mounted spray provides the industries largest CFM blower for moving aggregate from the rear hopper to the ground.</p> <p>The M series crack sealer has the lowest profile height for loading in the industry which provides the best ergonomics for the operator. It also provides best in case visibility to job site with the low profile.</p> <p>The X2 skid mount compressor is a pavement maintenance tool that is an air compressor with boom to safely swing over the top of any truck or king cab truck to allow the operator to safely operate on the road way in front of the crack sealer tow vehicle. It is the first in industry of its configuration.</p> <p>Them MA4 is the first and only trailer mounted longitudinal joint sealer designed for Hot Rubberized material in a spray pattern with computer rate application control. This machine was designed and manufactured in the request of asphalt liquid material suppliers, contractors, and government agencies. This is an example of how Cimline works with the entire industry to promote best practices and innovation. The MA4 is pavement maintenance before the pavement is laid.</p> |
| 41 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | No certified Green Industry initiatives at this time. |
| 42 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | None at this time. |
| 43 | Describe 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 of certification (as applicable) in the document upload section of your response. | None at this time. |
| 44 | 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>This can best be defined by the core values represented at Cimline and displayed in every office and shop location. Be Safe - this is the first item we discuss and it is not only for the user interface with products we manufacture but also for the manner in which they are produced. Quality In All We Do - Cimline not only products are designed and manufactured with quality, but we need quality in our daily and activity and communication for the team to be successful. Act with Integrity and Professionalism - this is the manner in which we represent the not only the company but also the dealers and customers. Collaborative Continuous Improvement - from performance and safety tracking in manufacturing to working with our dealer and customer partners in providing product. Performance Driven - Not only in our daily activities but in the equipment designed to maintain infrastructure. and Impress the Customer - Its important to deliver on time and work to exceed the customers expectation.</p> <p>Supporting documentation in Additional Uploads "Cimline Support Insurance-Sales-Service-Marketing-Quality</p> |

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * |
|-----------|---|---|
| 45 | Do your warranties cover all products, parts, and labor? | <p>Yes. Standard is 1 year all, and 2 years engine. Both the standard warranties and available extended warranties for the products are part of the upload attachments.</p> <p>Cimline Warranty Spray Patcher Warranty Storage Tank Warranty Extended Warranty Cimline Extended Warranty Spray Patchers</p> <p>The Kenworth K370 Standard warranty that the P5 Spray Patcher is mounted on is covered by Kenworth. Extended Warranty can be purchased through Kenworth at time of install.</p> |
| 46 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | We do limit wear items. Specifically the wear item of a heated asphalt hose on the Cimline melters is limited on an hour usage. The heated hose is a main artery of the melter, so we do not treat this as a normal wear item. It is warranted for 1 year with hour limit deductions. This is in place both when purchased on the machine and also purchased as a service part. |
| 47 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Our warranties cover travel mileage but not travel time. We do however work with our dealers to make sure the end user is happy and covered complete during the warranty period. |
| 48 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Yes, currently Hawaii is not certified but service is available. In Canada, the Youkon, Northwest Territories, Nunavut, and Nufundland are covered by dealers remotely and not by brick and mortar locations. It would be the intent of Cimline to provide extra training on service to these customers and reimburse them directly for their time. |
| 49 | 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? | Engines are passed through to the engine supplier. Most of our Cimline Dealers are also certified to work on the manufactured engines. The other item that is a pass through is the Air Compressor provided for support tools. Cimline warranties the manufactured configuration but not the actual compressor. Warranty docs are uploaded under warranty upload. |
| 50 | What are your proposed exchange and return programs and policies? | <p>Cimline has a detailed RMA policy for our dealers. It is part of the attached information.</p> <p>Must obtain a Return Merchandise Authorization (RMA)</p> <p>0% restocking fee on current production parts less than 12 months from purchase. 25% restocking fee on current production parts from 13 to 24 months from purchase. 50% restocking fee on current production parts from 25 to 36 months. Factory certified special order or not current production parts will have a 50% restocking fee from 0 to 3 months and only accepted on a case by case basis.</p> <p>Parts Return Policy is published in the price pages attached under pricing.</p> |
| 51 | Describe any service contract options for the items included in your proposal. | If a customer is outside of the reach of the dealer network or would like to perform their own service we process their warranty at the same rate and rules as a servicing dealer. That policy detailed in the price book and reference guide. |

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * |
|-----------|--|--|
| 52 | Describe any performance standards or guarantees that apply to your services | All products produced by Cimline are covered in our standard warranty documents. Extended warranty if purchased with the machine has specific service intervals that must be recorded and maintained. The service records are detailed in the extended warranty as well as the recommend service schedule in each machine manual, and placard on each machine. |
| 53 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | <p>Manufacturing of Cimline equipment follows the quality metrics provided by Plymouth Industries the parent company. That quality metric is attached and detailed in the attachment Plymouth Industries Quality Manual. Aside from its policies, we also include the customer and dealer feedback with the management team in a weekly CARB meeting CARB stands for Corrective Action Review Board. Each week this group looks at way to improve from equipment quality metrics to shipping standards, to customer care response time. Any issue reported through the customer care team that needs to be elevated as a concern or trend goes through the CARB team.</p> <p>Supporting documentation in Additional Uploads "Cimline Support Insurance-Sales-Service-Marketing-Quality</p> |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
|-----------|--|---|
| 54 | Describe your payment terms and accepted payment methods? | Payment terms are standard net 30 upon receipt. We accept check, wire transfer, or credit card. Transactions on credit card over \$5,000 have a 3% surcharge. Payments are also defined in the price pages in the pricing attachment. |
| 55 | Describe any leasing or financing options available for use by educational or governmental entities. | We do not offer leasing and finance options directly as Cimline, Inc. but have partnering companies that offer competitive quote for both lease and finance purchases. |
| 56 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | in the order process, first is a quote, then PO to match the quote, then order entry. Once the order is entered it will generate an OV or order verification for the customer to review and acknowledge accurate. From order verification it goes to shop order and a completion date is assigned and sent to the customer for notification. Once the order is filled the customer is notified of the ship date to the dealer or customer depending on the preferred shipping destination. The invoice follows the shipping notification. |
| 57 | 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? | Cimline does not accept a P-card procurement at this time, but would be willing to take the steps necessary upon customer request. It has just not been an item of request to this point in time. |

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * |
|-----------|---|---|
| 58 | 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. | Attached is a Price List prepared for a Sourcewell contract. The price list is orientated by product type with models first, and options listed after. A SKU number is provided for each item. |
| 59 | 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. | List Price is stated in the Pricing attachment. Cimline, Inc. is offering a 10% discount from the attached Sourcewell price list for any purchasing agency. |
| 60 | Describe any quantity or volume discounts or rebate programs that you offer. | No rebate programs are offered. Quantity discounts are offered if a quantity of 5 or more base model machines are ordered on a single purchase order. That discount is an additional 3%. |
| 61 | 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. | Non standard items are common in our industry in items such as strobe lights, beacons, arrow board models, etc. The process of Cimline, Inc. is to accommodate these special items Cimline will provide a quote by request with description of the open market or non standard request from the customer. |
| 62 | 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. | The only item which does not follow the normal discount structure listed in the price list the Kenworth K370 Chassis. It is listed in the price list as NO DISCOUNT. Pre-delivery inspection for installation of equipment is included in the proposal price list and is not an add on item. In the case of Vertical Storage Tanks for Emulsion in support of pavement maintenance the purchasing agency is responsible for the concrete pad, electrical hook up to the storage tank, and the crane to stand the tank up. |
| 63 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Shipping is charged as Actual, or \$3.50 per mile from the manufacturing facility which ever is lower priced to the purchasing agency. All Cimline products are shipped from Plymouth, MN 55447. All DuraPatcher Spray Patchers and Emulsion Storage Tanks are shipped from Pearl, MS 39208 Freight is also described by insert in the Price Pages upload. |
| 64 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Alaska, Hawaii, Canada, and off shore are quoted at the time of quote and purchase order from the participating agency. This will allow 24 hours for Cimline to obtain the proper quotes and documentation services fees. |
| 65 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | The P5 One Person Truck Mounted Spray Patcher is delivered by Cimline, Inc. as a driven delivery as the unit is truck mounted to a K370 Kenworth Chassis. This also allows Cimline, Inc. to participate directly with the dealer and purchasing agency in receiving the machine. Drive away freight if chosen rather than flat bed truck is billed at \$2.25 per mils from Pearl, MS 39208. |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|--|
| 66 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Cimline is offering a better than typical discount because Sourcewell is simplifying the process for sale. |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|--|
| 67 | 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 participating entities 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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | All sales and dealer sales will have the attached Sourcewell Price Pages with discount instructions provided same as sourcewell submission. Formal Quote and PO from purchasing agency must match. At time of order a Contract Sales Form, which is an internal document is submitted with the customer order. The form triggers accounting on the amount of sale and % of accrual for administrative fees. These fees are recorded by Accounting at time of the order booking for the reporting period. Attached is a template for the administrative fees worksheet. It resembles the same process and worksheet used today in reporting on the MNDOT pavement maintenance contract. |
| 68 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | Each sale on the contract is coded in our Syteline ERP system. This allows us to view ytd or quarterly sales totals to gauge contract item sky usage and dollar volume. Also, the sales team will be noting all Sourcewell purchasing agencies in our CRM system so that we can form a direct list of participating agencies in our product for sales and marketing specifically. Attachment with example documentation is supplied in uploads. |
| 69 | 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 the RFP and template Contract for additional details.) | 2% per unit fee, freight costs not included. |

Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * |
|-----------|--|--|
| 70 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | The detailed price list is attached. Below is a description. Cimline M-Series Crack Sealers / Melter Applicators and options. 3 Sizes 150 gal, 230 gal, 410 gal. M-Series Quick Service and Shipout Items, these are commonly ordered with equipment as service parts. Cimline M-Series Hose and Wands. Listed with special pricing and available for Sourcewell extra discount. This page offers different methods of hose and sealing tips for a M-Series Melter. Cimline R-Series Pavement Routers. Routers used to prep crack repair areas. Cimline X-2 Compressor and Heat Lance. Tools used to prepare for pavement maintenance repairs. Cimline ME-3 Mastic Melter / Extruder and Options. Cimline C-1 Combination Mastic Melter and Crack Sealer and Options. Cimline MA-4 Longitudinal Joint Sealer with Computer Application Spray Rate. Cimline K-Series Emulsion Kettles for pavement maintenance repairs and preparation. Cimline P1 Two Person Trailer Mounted Spray Patcher and Options (Gas Engine). Cimline P2 Two Person Trailer Mounted Spray Patcher and Options (Diesel Engine). P3 Skid Mounted Spray Patcher and Options for mounting on customer supplied Chassis. P5 1 Person Truck mounted Spray Patcher and Options. Cimline T-Series Storage Tanks Trailer Mounted and Vertical Standing with Options. Supporting documentation in Additional Uploads "Cimline Support Insurance-Sales-Service-Marketing-Quality |
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Emulsion Storage Tanks for productive pavement maintenance material storage. Routers for Crack for pavement maintenance preparation Skid Mounted Compressor for pavement maintenance preparation Emulsion Kettles for pavement maintenance support tools |

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

| Line Item | Category or Type | Offered * | Comments |
|-----------|---|--|--|
| 72 | Asphalt recycles and reclaimers | <input type="radio"/> Yes <input checked="" type="radio"/> No | None Offered |
| 73 | Patchers, seal coaters, crack sealers, and mastic and adhesive melters | <input checked="" type="radio"/> Yes <input type="radio"/> No | Crack Sealers Mastic Patcher Combination Crack Sealer Mastic Patcher Spray Patchers trailer mounted Spray Patchers truck mounted Spray Patchers Skid Mounted |
| 74 | Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment | <input type="radio"/> Yes <input checked="" type="radio"/> No | None Offered |
| 75 | Pavement marking application and removal equipment | <input type="radio"/> Yes <input checked="" type="radio"/> No | None Offered |
| 76 | Other | <input checked="" type="radio"/> Yes <input type="radio"/> No | Support tools to go with our pavement maintenance equipment. Examples: Air Compressors skid mounted and machine mounted for cleaning and preparation. Asphalt Routers and cutters to route and clean cracks. Heat Lances used in preparation of patching and crack sealing. Tack Kettles for asphalt patching and maintenance surface preparation. |

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

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

- [Pricing](#) - Cimline 2021 Pricing Guide SOURCEWELL.pdf - Thursday August 05, 2021 11:15:48
- [Financial Strength and Stability](#) - Cimline Financial Documentation Sourcewell.pdf - Thursday August 05, 2021 10:35:43
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Cimline Warranty Information Sourcewell.pdf - Thursday August 05, 2021 11:02:02
- [Standard Transaction Document Samples](#) - Standard Transactin Document Samples.pdf - Thursday August 05, 2021 10:57:33
- [Upload Additional Document](#) - Cimline Support Insurance-Sale-Servcie-Marketing-Quality.pdf - Thursday August 05, 2021 10:53:23

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, 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.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. 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 or the Canadian 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. - Benjamin Thielbar, Director of Sales, Cimline, Inc.

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

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_Roadway_Maint_Equipt_RFP_080521 Wed July 28 2021 06:54 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_3_Roadway_Maint_Equipt_RFP_080521 Mon July 26 2021 04:56 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_2_Roadway_Maint_Equipt_RFP_080521 Fri July 16 2021 12:55 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_1_Roadway_Maint_Equipt_RFP_080521_Draft Thu June 24 2021 04:18 PM | <input checked="" type="checkbox"/> | 1 |