



MASTER AGREEMENT #050625
CATEGORY: Roadway Maintenance Equipment
SUPPLIER: Cimline, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cimline, Inc., 2601 Niagara Lane N., Plymouth, MN 55447 (Supplier).

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

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

Article 1:
General Terms

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

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 7, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #050625 to Participating Entities. In Scope solutions include:
 - a. Asphalt recyclers and reclaimers, hot boxes;
 - b. Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters;
 - c. Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment; and,
 - d. Pavement marking application and removal equipment.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
 - i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

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

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

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

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

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

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

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

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

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

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

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

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

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

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

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

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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

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

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

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

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

**Article 2:
Sourcewell and Supplier Obligations**

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

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

19) Grant of License.**a) During the term of this Agreement:**

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

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

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

d) Termination. Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.**20) Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

Article 3: Supplier Obligations to Participating Entities

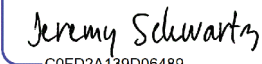
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

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

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

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

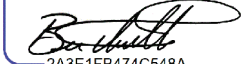
Sourcewell

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 7/1/2025 | 1:45 PM CDT

Cimline, Inc.

Signed by:

2A3E1FB474C548A...

By: _____
Ben Thielbar
Title: Director

Date: 7/1/2025 | 10:45 AM CDT

RFP 050625 - 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: Monday April 28, 2025 10:48:11
Submitted On: Tuesday May 06, 2025 11:50:00
Submitted By: Ben Thielbar
Email: Bthielbar@cimline.com
Transaction #: 1c3041df-07ca-466b-98ea-1a8558c3b70e
Submitter's IP Address: 147.243.245.12

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Cimline, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Cimline, Inc. Duraco, Inc. (sister company manufacturer location. Duraco dab DuraPatcher product sold through Cimline, Inc.) Duraco is also disclosed in financial documentation. DuraPatcher	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cimline, Inc. Unique ID: YRQVMD16C117	*
5	Provide your NAICS code applicable to Solutions proposed.	333120	*
6	Proposer Physical Address:	2601 Niagara Lane N Plymouth, MN 55447	*
7	Proposer website address (or addresses):	www.cimline.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Ben Thielbar Director 2601 Niagara Lane N Plymouth, MN 55447 bthielbar@cimline.com 612-916-4966 direct cell 877-841-0848 office main line	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ben Thielbar Director 2601 Niagara Lane N Plymouth, MN 55447 bthielbar@cimline.com 612-916-4966 direct cell 877-841-0848 office main line	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Lance Hartmann President 2601 Niagara Lane N Plymouth, MN 55447 lhartmann@plymouthind.com 651-231-2252 direct cell 877-841-0848 office main line	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	"The best rides are on forgettable roads preserved safely, and efficiently by the most innovative pavement equipment." Cimline, Inc. has been manufacturing for over 55 years serving the pavement maintenance industry since 1970. The core values that drive Cimline, Inc. and all of the Plymouth Industries companies are visible and posted everywhere from halls, to conference rooms, to the factory floor; Be Safe - Impress the Customer - Performance Driven - Quality in All We Do - Act with Integrity and Professionalism - Collaborative Continuous Improvement. Cimline practices these core values both internally and with all Cimline business partners. Cimline works continuously with an extensive dealer network across the United States, Canada, and over 26 countries world wide to continue to provide industry leading safe, innovative, and quality manufactured pavement maintenance equipment. These partners provide critical feedback to the factory for continuous improvement while working hand in hand with operators of Cimline equipment. Cimline is proud of its continuously growing dealer net work that has 110 locations across the US and Canada and a tradition of servicing the pavement maintenance industry for both the contractor and agency markets.
12	What are your company's expectations in the event of an award?	CimlineCimline is grateful for having been awarded this contract in 2021. With nearly 4 years of experience, Cimline's expectation of a newly awarded contract has changed. 4 years ago, Cimline expected to spend the early part of the contract work establishing the contract details with the Cimline team and dealer network. Once that was completed, Cimline's goal was to spend the remainder of the contract period driving collective success for Government agencies, Sourcwell, Cimline, and their dealers alike. With over 70% of Cimline's sales typically going to Government agencies, the Sourcwell contract has been a success for all parties. With this, it is Cimline's expectation if awarded the contract again, to start the next contract with the momentum all involved have built during the last contract. Cimline is confident that if awarded, they will continue to grow the categories they compete in, with the Sourcwell contract for another 4 years. Specifically, Cimline achieved quality growth through the promotion of our last Sourcwell contract award. Once awarded from 2022 to 2023 we experienced 83% growth in contract sales. In 2023 to 2024 we experienced 169% growth in contract sales and moved to #1 in market place for truck mounted spray patchers because of it. In 2025 we are also continuing the growth trend of our product in this category. We look to improve our past success and partnership with Sourcwell in serving this marketplace by continuing our diverse Sourcwell marketing plan that provides consistent contact in digital / print media, local / national trade show, and specific resources provided on our cimline web page for co-operative purchasing to dealer location. We also strive to continuously provide educational resources to our dealer network and work in conjunction with Sourcwell to provide training directly to our Cimline staff and dealer partners while also promoting participation to the multiple Sourcwell training opportunities provided nationally.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Cimline, Inc. and Duraco, Inc. are both Plymouth Industries Companies. Cimline, Inc. has been in business over 55 years. All products are marketed and sold through Cimline, Inc. A detailed financial statement of Cimline, Inc., Duraco, Inc., and the parent company, Plymouth Industries, as well as credit references for Cimline, Inc. are attached.

14	What is your US market share for the Solutions that you are proposing?	The detail provided is based on an assumed market size based on reporting and research through industry markers and sales reporting of government agencies. EDA and AEM (Association of Equipment Manufacturers) do not compile industry market share data in the equipment categories supplied by Cimline, Inc. MA4 trailer mounted HOT spray applicator. Cimline is the #1 market leader in this category and the only nationally and DOT certified trailer mounted applicator of VRAM (void reducing asphalt membrane). This is a process used in maintaining and installing distracted driving safety features like rumble strips now part of many federally funded projects. Emulsion Storage Tanks. Used to store pavement maintenance emulsion on site, Cimline is the #1 market share leader in electric emulsion storage tank production. Cimline currently produces on average 44 tanks a year for emulsion storage the TXDOT as teh largest contract where over 200 tanks are in operation. Spray Injection Trailer Mounted Patching Equipment. Cimline with the DuraPatcher trailer patcher is the #1 market share leader in this category in the world. Both Crafcro and Rosco / LeeBoy have exited this market segment based on the DuraPatcher growth and acceptance in the trailer mount marketplace. Spray Injection Truck Mounted patching equipment. Cimline is the #1 market share leader. Because of the success of the current Sourcewell contract and co-operative purchasing, Cimline moved ahead of its competitor Leeboy / Rosco to become the industry's top market share producer in 2023, and kept that standing again in 2024 delivering over 30 1-Man patchers in the last 12 months. Crack Sealers / Melter Applicators. Cimline, Inc. is #2 in market place. Cimline produces approximately 240 trailer mounted applicators a year. Mastic Melters / Mastic Patchers. Cimline is currently #3 in market share in this category. Cimline has developed new technology for this segment in the last 8 months that have led to an increase of orders in this category. Cimline is projecting to be #2 in market share by year end 2025. Cimline also manufactures support equipment to help each of the pavement maintenance processes listed and ranked above. These products are also stocked, sold and serviced by our dealer network. These items include: trailer mounted tack kettles for applying emulsion in asphalt maintenance, skid mounted compressors, heat lances, and pavement routers that are used to prepare pavement maintenance areas, and trailer mounted emulsion heaters that are used to assist in the pavement patching process in remote areas.
15	What is your Canadian market share for the Solutions that you are proposing?	There is no Canadian sales reporting that helps manufacturers on our industry category understand these details perfectly, so it is our understanding using the same criteria research and sales in market that our Canadian market rankings are similar to the US. Spray Patching Tailer Mount #1 Spray Patching Truck Mount #1 Trailer Mounted VRAM Applicator #1 Crack Sealer / Melter Applicator #2 Mastic Patcher / Mastic Melter #3 While we do supply vertical emulsion storage tanks in Canada it is not the typical industry usage type like the US. Horizontal mobile tanks are more common than permanent mounted vertical storage. Whether vertical or horizontal emulsion tanks, the ranking by manufacturer in Canada is unclear. Same as the US market place, Canadian Dealer partners stock, sell, and support the a complete line of equipment and parts manufactured by Cimline of pavement maintenance.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	NONE.

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B. Cimline, Inc. is a manufacturer that works directly with a dealer network in the United States, Canada, and Internationally to provide industry leading pavement maintenance equipment to both the agency and private market. Each team member described in detail here is an employee of Cimline, not a third party. Sales Staff: Cimline, Inc. has a sales staff of one (1) Director, and seven (7) Regional Sales Managers. The regional managers are divided by region and live in each region to best support the dealer network and end users. 1. Northeast US including QC, NB, NS, NF, Canada. 2. Great Lakes including ON, Canada. 3. Midwest including MB, East-SK, Canada. 4. Northwest including AB, BC, West-SK Canada. 5. Southeast US 6. Southwest US 7. International (anything outside US and Canada) The Cimline sales team each manage the dealers win their sales territory and also assist in sales and training with the end users of the equipment. Each regional manager has their own demonstration and training equipment dedicated to their territory in support of any sales or operational training that arises. Each regional manager not only trains the dealer in sales and support benefits from Cimline, they also regularly perform industry training nationally or regional through industry organizations such as APWA, League of Cities and Counties, LTAP, many state asphalt associations related to NAPA, and national industry events like PaveX and World of Asphalt that specialize in the pavement arena. The average Cimline Regional Sales Manager has more than 23 years experience in pavement maintenance. Sales / Service Field: Cimline has two (2) Product Support Specialists that work between sales, service, and engineering in support of both the dealer network and end users. These two specialists are responsible for detailed service and technical data in association with all equipment to train dealer parts and service personnel as well as end user personnel on all mechanical, technical, and operational aspects. The product support specialists also maintain the teaching presentations and aides for "Cimline Academy". This is a detailed technical service training program used to train dealers and end users in a classroom environment for certification. These trainings are performed both regionally with multiple dealers and agencies, as well as at the Cimline manufacturing facility bi-annually. The Cimline Academy resources are also available on an app for desktop or phone. Through this app dealers can access technical specifications in print, repair videos, operational videos and other essential up-time support tools that can be shared in one click directly to a dealer or end user in need of support. Sales / Marketing / Product: There are 3 Marketing team members dedicated to Cimline's success. They include a Product Manager that maintains the product portfolio, detailed machine specifications, literature accuracy, competitive market analysis, and pricing. The Sr. Marketing Manager who tracks and manages the marketing presence for Cimline including print, digital, branding, trade show support, and the Cimline Dealer Portal. The Digital Marketing Manager who is responsible for the Cimline web site management, digital media formatting, digital video editing, digital ad word and SEO. Customer Care Support: Cimline, Inc. has a customer care staff of seven (7) to support the dealer network and end users in the field from the office. This team is led by the Director of Customer care. Team members include one (1) dedicated order specialist. This team member is responsible for order accuracy for our dealers and contract sales in conjunction with the Sales Director. They are also responsible for sending dealers and customers order verifications for accuracy of order, expected delivery dates, updates to delivery dates, and detailed tracking if requested. There are three (3) dedicated to phone technical service and parts support team members. They support each customer based on the make, model, and vin to locate quickly the best support and parts detail available to get machines back up and to work. Last there are two (2) shipping specialists that report to customer care who oversee all outbound and inbound freight. This includes all shipments of parts an equipment with tracking visibility from flatbed, LTL, UPS, and FedEx at both manufacturing facilities. Engineering Support: Cimline four (4) Engineering team members led by one (1) Director of Engineering, one (1) Cimline Product Engineer, one(1) DuraPatcher Product Engineer, and one (1) Continuation Engineer.
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18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Cimline, Inc. provides products across the US and Canada in a variety of processes that require Cimline as a manufacturer to adhere to local, state, and federal laws and regulations in order to do business. Some examples of these can be noted in OSHA standards, ASTM standards, UL electrical standards, and NEMA electrical standards. Cimline also uses a published quality guideline for manufacturing process and training of employees. There are specific standards set and tests for qualification given for welding, machine shop operations, and assembly. Every part goes through quality spot check systems as it travels through the manufacturing process up to act functional testing and quality inspection after final assembly. Monthly quality KPI metrics are posted on a large board in the central shop area for visibility to the entire team. Based on these experiences and quality metrics, Cimline, Inc. has the ability to meet and comply with any applicable laws or regulation to conduct business in the US and Canada.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	NONE.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Many industry awards and recognition in pavement maintenance are based on advertising dollar spend and not necessarily product and/or company value. This is the list of awards Cimline earned through hard work, integrity, and dedication rather than given based on the company's marketing spend. US Patent US-2020087868-A1 issued to Mike Halvorson, Director of Engineering, Cimline 2020. Contractors Choice Award Roads and Bridges 2020. Top 30 Products for Asphalt Road Building 2024 and 2025. 2025 Under 40 Leader in Construction Equipment (Presented to Jimmy Barthel, Cimline Product Engineer) Pinnacle Award for Top Performing Company of Hines Family of Companies, 2019, 2021, 2022, 2023, 2024 Safety Initiatives Award, 2024 Achievement in creating a safe and healthy work environment. Challenge Award, 2021, Recognizes innovative solutions to a business problem. Awarded for Cimline Road show by during Covid when trade shows and live events were being cancelled, Cimline travels direct to the end users in small groups outside to assist in their purchasing and training needs in a cross country tour.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Total Sales Volume of Cimline, Inc. is over 70% governmental.	*
22	What percentage of your sales are to the education sector in the past three years?	We do not separate education from governmental and would say specifically that most educational pavement maintenance is conducted by the township, city, county, or state transportation maintenance or public works teams not directly by the educational facility itself.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Most contracts are held by Cimline authorized dealers not Cimline, Inc unless there is more than 1 dealer represented in a trade area, or required by process of bid. Those contracts held specifically by Cimline, Inc. are: Sourcewell 2022-\$1.52M 2023-\$2.79M 83% growth 2024-\$7.52M 169% growth MNDOT State Equipment Contract P-961(5) 2022-\$239K 2023-\$103K 2024-\$380K MiDeal - NASPO Contract Awarded start date 2024 - NO Sales Buy Board - Currently on Contract, Cimline pushes these opportunities to our Sourcewell contract possible for best pricing, and also because most all of our agency customers verbally tell us that Sourcewell is preferred. 2024-\$103K 2023-\$101K TXDOT Vertical Storage Tank Specific 2022 - 2024 Total \$1.18M	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	While we have a SAM registration there is not an open GSA Contract for our type of equipment available. It is purchased on the state level, or directly by requesting military installation. When posted for military installation we bid using our Cimline dealer in the territory and Ramonni, Inc. Ramonni, Inc. qualifies as: Economically Disadvantaged Woman Owned Small Business (EDWOSB) and Service Disabled Veteran Owned Small Business (SDVOSB). For any federal roadway maintenance equipment with BIA facilities Cimline has used Sourcwell to fulfill those requests with our local dealer.	*
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Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Lincoln, Nebraska Department of Pub Works	Clayton Engelman , District Supervisor Baldwin cengelman@lincoln.ne.gov	402-326-0812 direct cell	*
Stanislaus County, California Department of Public Works	Tate Hoffman, Public Works Fleet Manager hoffmant@stancounty.com	209-525-4139 office 209-661-6117 cell	*
City of West Fargo, ND.	Scott Tiffany, Procurement Specialist, scott.tiffany@westfargond.gov	701-561-9154 direct	*
City of Robinson, Tx	David Kauffman, PWLF Director of Public Services d.kauffman@robinsontexas.org	254-662-1415 direct	
City of Normal, IL Public Works	Eric Murphy Street Superintendent emurphy@normalil.gov	309-454-96873 direct	

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

Describe your company’s capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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26	Sales force.	Sales Staff: Cimline, Inc. has a sales staff of one (1) Director, and seven (7) Regional Sales Managers. The regional managers are divided by region and live in each region to best support the dealer network and end users. 1. Northeast US including QC, NB, NS, NF, Canada. Jared Jamieson, 18 years experience with Cimline, 28 years industry experience. 2. Great Lakes including ON, Canada. Nat Alford, 19 years experience with Cimline, 29 years industry experience. 3. Midwest including MB, East-SK, Canada. Tom Rollo, 10 years experience with Cimline, 28 years industry experience. 4. Northwest including AB, BC, West-SK Canada. Tim Oustrich, 1 year with Cimline, 25 years industry experience. 5. Southeast US, Dale Daugherty, 8 years Cimline, 24 years industry experience 6. Southwest US, Gary McGee, 23 years Cimline, 25 years industry experience 7. International (anything outside US and Canada), Matt McCormick, 17 years with Cimline, 23 years industry experience. The Cimline sales team each manage the dealers within their sales territory and also assist in sales and training with the end users of the equipment. Each regional manager has their own demonstration and training equipment dedicated to their territory in support of any sales or operational training that arises. Each regional manager not only trains the dealer in sales and support benefits from Cimline, they also regularly perform industry training nationally or regional through industry organizations such as APWA, League of Cities and Counties, LTAP, many state asphalt associations related to NAPA, and national industry events like PaveX and World of Asphalt that specialize in the pavement maintenance arena. The average Cimline Regional Sales Manager has 26 years of experience in pavement maintenance. Sales / Service Field (this is a function of both sales and service): Cimline has two (2) Product Support Specialist that work between sales, service, and engineering in support of both the dealer network sales and end users. These two specialists are responsible for detailed service and technical data in association with all equipment to train dealer parts and service personnel and end user personnel on all mechanical, technical, and operational aspects. The Product Support Specialists also maintain the teaching presentations and aides for "Cimline Academy". This is a detailed technical service training program used to train dealers and end users in a classroom environment for certification. These trainings are performed both regionally with multiple dealers and agencies, as well as at the Cimline manufacturing facility bi-annually. The Cimline Academy resources are also available on an app for desktop or smart phone. Through this app dealers can access technical specifications in print, repair videos, operational videos and other essential up-time support tools that can be shared in one click directly to a dealer or end user in need of support.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Cimline has a very strong dealer network with 110 branch locations and growing across the United States, and Canada. The only state we do not offer a brick and mortar dealer is Hawaii, however we do have customers there and provide service and support to them. In Canada we have dealers locations in 7 provinces that service 9 provinces independently. In remote areas like Yukon, Northwest Territories, Nunavut, and Newfoundland, our dealers have local service contracts with local business providers to offer service repairs. Our dealer network consists of dealers who concentrate in the asphalt paving, concrete paving, road maintenance, and public works / DOT industries. Each Cimline dealer is a parts and equipment stocking dealer. None of Cimline's dealers are considered a "catalog house". Each dealer and branch location are trained in sales, service, and support for Cimline and DuraPatcher products. Continuation training is also provided annually. Most every Cimline Dealer has other manufacturing lines that also have a Sourcewell Contract or Co-Operative Contract. This also is key in providing industry solutions in a timely manner to the governmental sales category. Cimline has sold direct in remote areas not covered by a typical dealer organization such as Hawaii, and remote northern territories in Canada. In these instances, the Regional Sales Manager and a Product Support Sales Representative will travel on site for delivery. This delivery will cover not only use and maintenance but also the support structure to future parts, service and support interaction with the factory.

28	Service force.	Customer Care Support (inside facility customer support) Cimline, Inc. has a customer care staff of seven (7) to support the dealer network and end users in the field from the office. This team is led by the Director of Customer Care, Laurie Osmondson. Laurie has 11 years experience with Cimline and over 30 years experience in Customer Care. Team members include one (1) dedicated order specialist Diana Larson. Diana has 5 years experience with Cimline, and 14 years experience in customer care. Diana is responsible for order accuracy for our dealers and contract sales in conjunction with the Sales Directory. She is also responsible for sending dealers and customers order verifications for accuracy of order, expected delivery dates, updates to delivery dates, and detailed tracking if requested. There are three (3) dedicated to phone Technical Service and Parts Support. Pete Peterson 19 years experience with Cimline, AJ Ganger, 5 years experience with Cimline and 4 years experience operating pavement maintenance equipment, and Brad Reynolds, 15 years experience with Cimline. They support each customer based on the make, model, and vin to locate quickly the best support and parts detail available to get machines back up and to work. Last there are two (2) Shipping Specialists Annette Spruiell, 15 years experience at Cimline, and Shane Stevens, 3 years experience at Cimline, that report to customer care who oversee all outbound and inbound freight. This includes all shipments of parts and equipment with tracking visibility from flatbed, LTL, UPS, and FedEx at both manufacturing facilities. Sales / Service Field (this is a function of both sales and service): FieldCimline has two (2) Product Support Specialist that work between sales, service, and Engineering in support of both the dealer network sales and end users. These two specialists are led by Bill Ganger who has 7 years experience with Cimline, and 14 years experience in the pavement maintenance field. The Product Service Specialists are responsible for detailed service and technical data in association with all equipment to train dealer parts and service personnel as well as end user personnel on all mechanical, technical, and operational aspects. The product support specialists also maintain the teaching presentations and aides for "Cimline Academy". This is a detailed technical service training program used to train dealers and end users in a classroom environment for certification. These trainings are performed both regionally with multiple dealers and agencies, as well as at the Cimline manufacturing facility bi-annually. The Cimline Academy resources are also available on an app for desktop or phone. Through this app dealers can access technical specifications in print, repair videos, operational videos and other essential up-time support tools that can be shared in one click directly to a dealer or end user in need of support. Engineering Support: Cimline has four (4) team members led by one 1) Director of Engineering Mike Halvorson with more than 20 years of experience in pavement maintenance with Cimline and 4 granted US patents. One (1) dedicated Cimline Product Engineer, Jimmy Barthel, a 2025 Leaders Under 40 in the Construction Industry award recipient. One(1) DuraPatcher Product Engineer, Dennis Jones, 15 years experience with Cimline, 25 years industry experience. One (1) Continuation Engineer, Lucas Long, with 3 years experience with Cimline.
29	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 of the agency for the purchase of Equipment. This allows the agency's first point of contact to be their local support structure the dealer. In this process the sale is supported by both the dealer and the Cimline sales team in providing the correct machine with the correct option codes at the correct quoted price. At the time of submission of the purchase order from the agency to the local dealer, the local dealer then submits a purchase order to Cimline, Inc. This order from the dealer must contain 1.) a dealer PO 2.) a copy of the agency PO 3.) a copy of the agency quote with Sourcewell member number 4.) an order configuration for the machine and all options. These four items must be in with matching contract pricing and machine configuration by SKU. From this stage, Customer Care will then process the order and send a detailed order verification back to the dealer and Cimline Regional Sales Manager for verification of accuracy. After the order is verified by the dealer / customer to be correct a delivery date is issued for the machine based on production lead time at time of order. Once the machine is in process and reaches the assembly line, the dealer is notified that the machine on order is in process and near completion. At this time the dealer will contact the agency / customer with an updated delivery notification and begins the planning for necessary training or installation in conjunction with the agency / customer and the Cimline Sales team.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer care can be contacted by phone, email, fax, or cell when calling a field Product Sales Support team member. The contact information for each team and the business hours are outlined specifically in Sourcewell Price Guide, as well as in every dealer reference guide. Operating hours for phone service at the factory are 7:00 am to 5:00 pm central Monday through Friday. Shipping and receiving hours are from 7:00 am to 3:00 pm central time Monday through Friday. UPS Next Day Air orders must be received by 12:00 noon with PO to be shipped the same day. Phone calls and email both come into a central number or email\ at customer care that can be accessed by all and are assigned a case, flagged and noted for reason of contact, and closed by any team member that resolves the request. This allows tracking to all calls and email support questions. From a phone call or email, the first available representative on the Customer Care team will greet the customer and work to resolve the issue. If specialized help is needed in support the is passed to the correct Customer Care representative, or Engineer, or Product Sales Support member and that individual will provide followup until the request case is closed. All phone calls and emails are tracked on a customer care platform. In the case of a parts order or service warranty request, similar to the equipment order process an order verification is generated for the dealer and sent. If the item is not "in stock" a lead time is issued at time of order verification based on the ERP system requirements. Because dealers are the first line of support to the customer it is important that our dealers not only have parts in stock but have the correct parts in stock. Cimline incentivizes the dealers to be up-time ready by offering "Parts Stocking Discounts". This program runs year long and encourages dealers to stock parts in a larger quantity for additional discount to the parts price as well as freight to get it to the dealer yard at the lowest possible cost. By doing this we have found our dealers are more likely to not only stock the parts needed, but provide a better parts pricing and a quicker machine back in service time for the agency / customer. Cimline also provides its dealers with not only recommended parts stocking per machine type, but also an annual comprehensive list with quantities of the parts they purchased. By combining the continual parts stocking program with driven result data Cimline works with its dealers to meet parts up time goals. The final key to our dealer support and service process all the way to the customer is the Cimline APP that is available to our Cimline team and dealers. This platform can be accessed by smart phone in the field or by desktop in office. It contains detailed service manuals and diagrams that go beyond a typical parts and service manual. This platform also contains illustrated and video reference guides on how to perform many maintenance repairs to our equipment. Each of the items on this platform can be shared to an agency / customer in a digital link sales room to allow the end user visibility. This platform greatly reduces our field service times as it allows instant feedback and access to the service team without needing to wait on a call back.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Cimline worked diligently to be awarded a Sourcewell contract in the past because our dealers and agency customers both loudly sounded their appreciation to having a choice of what to purchase, in a shorter cycle, while satisfying the bidding requirements. Cimline has and distributes annually with any price change a designated Sourcewell information packet with pricing, order process, and Sourcewell training aides and information to its entire dealer network. This same information is also available in the Cimline App for dealers in a specialized Cooperative Purchasing folder for Sourcewell. Cimline has a dedicated landing page on it's website for Co-Operative Purchasing. It clearly illustrates Cimline's Sourcewell Contract, Cimline Regional Sales Managers with contact information by territory, a simple to use dealer locator, contact information to Cimline for compliance, links to resources provided by Sourcewell for agency member admission, as well as illustrating Sourcewell complimentary contracts that can be used for purchasing. An example of this is NCL government leasing using sourcewell and their approved contract number. Cimline has a complete dealer network with the ability to serve the US and Canada both with 110 locations and growing.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Cimline offers the exact same information to our Canadian dealer partners as to those in the US. The simple use of Sourcewell documentation and quotations in conjunction to the Canoe contract makes the process simple and reporting a breeze. All of our dealers follow the same process guidelines with Cimline for co-operative purchasing. Cimline also has a well established dealer network that covers Canada from coast to coast in all major provinces. In areas such as the Yukon, North West Territories, and Nunavut, our Canadian dealers have service and support through area local business to assist in remote service and repairs.

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None, we have a plan to service Hawaii and Puerto Rico today with current dealers or with contracted field service teams. The same holds for the Canadian provinces of Yukon, Northwest Territories, Nunavut, Newfoundland, and Prince Edward Island. Cimline currently has equipment in both the Whitehorse and Yellowknife areas today.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	At this time we have no areas that we are not able to service with full access to our proposed solutions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Specialized freight rates are required for these shipments that can include load permits, containerization, container packaging, and proper shipping documentation. It is the practice of Cimline to itemize and define these items during the quotation process as terms and conditions of the order in delivering the proper goods. Any after support service would be supported by the purchasing agency and reimbursed by Cimline, or provided by a Cimline dealer authorized service partner in remote areas.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Cimline will offer the same terms to any properly qualified purchaser with a Sourcewell member number.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Cimline currently promotes the availability of our current Sourcewell contract using the authorized media logos on all publication media print ads placed by Cimline. Cimline runs the ads with 5 different industry specific trade publications. Sourcewell is the only cooperative purchasing logo we place in our current ad and brand awareness marketing. Cimline currently utilizes Sourcewell supplied flags and magnetic branding at all Cimline paid trade show, as well as at all dealer sponsored events. The national events for Cimline include but not limited to World of Asphalt, ConExpo, Pave/X, National Pavement Expo, and others that support state, county, and city public works. Cimline Regional Sales Managers also have a Sourcewell promotion kit that includes 2 flags and 2 magnets. They use these kits to promote our Sourcewell contract at regional shows with our dealers in support of our equipment and contract availability. Examples of these shows are APWA, League of Cities, County Commissioners Organizations, Dealer Training and Open House activities, LTAP training functions, NAPA associated meetings, and many more. Cimline has a dedicated landing page on the website for Co-Operative Purchasing. It clearly illustrates Cimline's Sourcewell Contract, Cimline Regional Sales Managers with contact information by territory, a simple to use dealer locator, contact information to Cimline for compliance, links to resources provided by Sourcewell for agency member admission, as well as illustrating Sourcewell complimentary contracts that can be used for purchasing. An example of this is NCL government leasing using sourcewell and their approved contract number.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Cimline utilizes LinkedIn and Instagram to promote brand awareness and foster relationships with dealers and end users alike. As LinkedIn is a bit more of a professional point of access, Cimline does promote Sourcewell periodically in conjunction with brand marketing through the Cimline account. Posts on equipment and industry news associated to the dealer network, training events, and product changes are the most common types of postings. With Instagram, we utilize operational photos and reels to promote brand awareness. We do not incorporate contract marketing with the use of Instagram at this time. Cimline also has a Youtube channel where we promote our equipment usage and operational training clips that can be accessed by anyone in the field. This promotes proper operation and most of all safety to the operator. Finally, Cimline spends considerable resources on search engine optimization (SEO). For over a decade, Cimline has spent time, energy and funding towards SEO and over time understands what the ever-changing world of SEO takes to win when it comes to reaching customers digitally. What was once a service Cimline worked closely with became a full time permanent Digital Marketing Manager role during the current Sourcewell contract period. This allowed Cimline to have even greater success in SEO by generating meaningful leads that would seamlessly be linked up with Cimline's website and/or the appropriate individual in the organization. These digital promotion sites are linked to the Cimline web page and referenced on the cover of the Cimline Price & Guide book that create a cohesive environment for prospective Cimline customers that better help lead quality to convert to sales.	*

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Cimline's view of Sourcewell's focus of promotion is to promote itself to the agency market arena in the interest of gaining as many members as possible to utilize the solutions to the competitive bid process that Sourcewell provides. Cimline would also view Sourcewell would promote its multiple and diverse categories as solutions and especially the ease of the process to the membership group or as solutions to gain new members. Cimline does not think it is Sourcewell's directive or responsibility to promote individual contracts of an award winner. The solution to the competitive process, diversity to solutions, and simple process are the assets that drive Sourcewell. The directory listing of awarded contracts that is searchable on the Sourcewell site is as much promotion as one would expect to a contract award winner. Cimline would continue to integrate Sourcewell-awarded agreements into our process as we have done during the last contract period. Sourcewell would continue to keep Cimline current on how Sourcewell works, provide coaching and training to contract usage for awarded companies on an administrative level, and assists in coaching and training our dealer partners to properly represent the same value and story. Cimline uses all these practices today to keep Sourcewell at the top of our cooperative usage list and our sales staff current on the process and any changes.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Cimline does not have an e-procurement ordering system at this time. With the integration of smart inventory and bar scanners into our manufacturing process we are 12 to 18 months away from making this possible to our dealers. We do promote a configured price request by our form submission on our web page that does speed up the receiving of detailed information to a requesting agency.	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Cimline Dealers or a factory Cimline representative provides maintenance and operational training for each piece of equipment delivered. This is done for customer operational training, best practices for job quality, and most of all for safety of the operator and maintenance team. There are times where multiple pieces of equipment, or multiple locations are receiving equipment across a single agency. In this case the dealer or factory plan accordingly so that all crew members receive the proper training. Instances like this are generally multiple days. This training is provided at no charge to the agency customer. In the case where training is in a remote location, or the customer is looking for further day to day training on the job location, those items are covered up front between the agency, dealer, and Cimline factory team. Any charges that occur for training of this type are quoted at best price and billed as actual cost and not marked up. Alaska, Hawaii, and northern Canada territories would be an example of these locations. Cimline factory representatives both Regional Managers and Product Support Mangers are always ready and prepared to offer Industry General training and support to the pavement maintenance field. These training classes are provided in technical, operational, and best practices in repair methods. Classes are provided again at no charge to the agency / customer provided they are not in a remote access location as described above. These classes can be provided as continuing education, field certification, or by request of agencies for risk mitigation by the governing body. These trainings are set up in conjunction with our dealers to fully support the agency / customer. State and local LTAP, APWA, League of Cities, League of Counties, Commissioner Associations, and state level NAPA chapters (National Asphalt Paving Assoc) are common places that Cimline presents annually. Cimline also presents nationally at industry events for training that agencies also attend like PaveX that specializes in asphalt paving and maintenance. It is also common for Cimline dealers because they represent other infrastructure focused and agency focused lines, to provide class and live demo training on equipment in an open house setting over a 1 to 2 day period of time where sessions are held in fields from asphalt paving and maintenance, to micro trenching and hydro excavation. Many times these functions go hand in hand for agencies in cases where underground work crosses a roadway or path. This is also a service that sets the 110 locations and growing of Cimline dealers apart from other dealer networks.	*

42	Describe in detail your 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.	Cimline warranty is on all products is covered for 1 year bumper to bumper, 2 years engine and hydraulic, less wear items like filters and oil changes for example. This time period begins on the in-service date of the equipment with the agency, not the day it ships from the factory. Extended warranty can be purchased for any of our manufactured equipment and is a line item in the Cimline Price and Guide Book. A copy of both the standard and extended warranty docs are provided in detail. Warranty service coverage can take place both in the field, as well as at the servicing dealer location. This allows the customer flexibility in their repair options. Cimline does cover field service rates and mileage for our dealer service centers so it does not come as additional cost to the customer / agency. In the case the machine is mounted to a truck chassis, the chassis manufacturer warranty applies. The chassis must also be serviced for warranty by the authorized truck dealer. For example, a Ford truck would go to the Ford dealer. On all chassis that are provided by Cimline, extended warranty can also be purchased prior to installation date of the equipment. The dealer is the warranty service provider and works directly with the agency / customer on scheduling and reporting. The dealer often has any service parts required in stock to maximize up-time for the agency. In the case the part needed is not in stock, Cimline reimburses up to 2nd day air to freight charges to get the customer going quickly. All warranty is submitted by the dealer to the factory for reimbursement. This is done at NO CHARGE to the agency / customer. If there is any issue that is not warrantable it is reported to the customer prior to repair. In the case of remote service locations such as some areas of Alaska, Hawaii, norther Canadian territories, or to maximize uptime , Cimline will also reimburse the agency / customer for the warranty repair labor time and mileage while providing any service parts required. This is done to be flexible with the customer and provide maximum service up-time. In these cases a Cimline Customer Care Team member will assist the agency from start to finish including completing the warranty claim form for reimbursement.
43	Describe any technological advances that your proposed Solutions offer.	Cimline has 2 (two) US patents on the market share leading P5 - one person spray injection patcher. These patents are part of the folding patching arm that returns to the front bumper of the truck providing clear visibility to the operator, and also in the programming of the patching arm function so that the arm on the P5 has the most coverage area in the industry is also programed so it does not cross a painted center line to impede on coming traffic or cause an operational hazard. Cimline has the original aggregate venturi design used on the DuraPatcher spray injection patcher. This design is now replicated by all our competitors in the trailer spray patcher marketplace. The material manufacturer Heritage Group has a variety of patents that pertain to the material and application of VRAM (Void Reducing Asphalt Membrane) that is a preventative maintenance process that makes asphalt roadways last longer. Cimline has an exclusive agreement with The Heritage Group to provide the ONLY trailer mounted HOT melter / spray applicator for applying VRAM (Cimline's MA4). This unit has patent acceptance to properly heat and spray with computer rate control VRAM material on pavement joints. It is also a key component in adding rumble strips to road ways. This is key for distracted driving safety measures that are tied to much of the federal road funding initiatives. This machine is also used with computer rate control to apply longitudinal joint sealer, and also used in bridge deck sealing maintenance. Cimline crack sealers, mastic sealers, and longitudinal applicators are made to apply a HOT product. HOT products are asphalt polymerized products over 220 degrees Fahrenheit. Most of these products are applied from 320 to 400 degrees Fahrenheit. To provide the highest levels of safety, Cimline was the first to integrate a 1 (one) touch control panel that provided temperature interlocks to the control functions on a single switch for the operator. This insured that if the machine was placed in "run" or "clean-out" that the machine would operate the pumping system, and agitation system in sequence according to proper temperature settings for the safety of the operator. This controller is known as the M-Series controller and is on every HOT product melter produced. This provides simple operation and familiarity across the entire product line. Cimline has patented technology in on-demand mastic mixing for wide cracks and patches. This patent covers the mixing of HOT polymerized asphalt and locally sourced crushed aggregate to create a long lasting, flexible patch mix at a 50% to 60% reduced material price to the agency / customer. Cimline emulation storage tanks provide proper gentle heating to emulsified asphalt products that maximize storage life for the product. They can be set for a specific temperature, and have a timed agitation system that not only can be set for duration but also for what day or days of the week it comes on. This integration in technology of the control panel is a key supporting factory in making the Cimline emulsion storage tanks the top selling tank in the agency market. Emulsion is used by nearly all asphalt maintenance crews. Storing emulsion on site at the agency / customer yard saves transportation costs, reduces material costs for maintenance, and makes crews more productive by not traveling to vendors daily for materials.

44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	CARB compliant or emission compliant on all of its products for the US and Canada. Cimline does engineer all its products to be the most efficient in class to reduce waste. An example of the is hot transfer oil. Transfer oil is used in all industry melters as a way to heat and melt polymerized asphalt. Cimline offers the most efficient heating system in the industry that reduces the amount of hot transfer oil needed. This reduces fuel usage and associated emissions as well as the waste oil capacity on service intervals and reduces maintenance costs. Cimline is proud of designing manufacturing melters with the lowest sound level in the industry. Noise is a disruption and a concern not only to the surrounding community but also to the safety of the daily operator.	*
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	CARB or emission compliance on all of its products for the US and Candada. These compliance certifications come from the engine manufacturers and parts suppliers.	*
46	Describe how your equipment reduces the carbon footprint compared to traditional asphalt repair equipment.	Cimline spray injection patchers use locally sourced aggregate and asphalt emulsions to produce a long lasting road way patch. Emulsions are produced from water and asphalt oil being combined with a surfactant. This makes the bonding agent material safer to the operator by lowering the material temperature of the product so there is not burn hazard, while reducing the carbon footprint by reducing the amount of liquid asphalt required to mix with the crushed aggregate to make a bonded patch. It also does not require the aggregate to be heated by high BTU burners to bond to the liquid like an asphalt patch, or asphalt pavement would. Cimline does engineer all its products to be the most efficient in class to reduce waste. An example of this is hot transfer oil. Transfer oil is used in all industry melters as a way to heat and melt polymerized asphalt. Cimline offers the most efficient heating system in the industry that reduces the amount of hot transfer oil needed. This reduces the waste oil capacity on service intervals and reduces maintenance costs. Another example is Cimline melters are have the best fuel economy in its class reducing fuel usage and carbon emissions.	*
47	Describe if your solutions use low-VOC (volatile organic compound) or biodegradable materials to reduce environmental impact.	All Cimline spray patchers and emulsion storage tanks are designed to use asphalt emulsions in pavement maintenance. Asphalt emulsions are produced using "PG" grade asphalt as a binder and are cut up to 60% with water and are sheered using a surfactant to stabilize and a polymer for flexibility. By cutting the rate of asphalt binder and using water as a replacement this allows a better and reduced usage of the liquid asphalt resource while providing a product that is safer to the operator to use both in temperature and fume emission. Cimline emulsion storage tanks can be set for a lower range of storage temperature because of the emulsion composition. The tanks can also be set for timed agitation based on length and day of week allowing maximum storage with the lower amount of electrical input energy to operate the tank. Cimline crack sealers and melter applicators run a variety of recycled content in the form of the material used in application. Cimline manufactures melters that run ANY brand of sealant.	*

48	Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.	Cimline melters in all categories provide the lowest material loading height in the industry. Polymerized asphalt blocks are loaded into all crack seals and mastic patchers. These blocks weigh 18 to 30 lbs depending on type. Operators commonly load hundreds, if not thousands of pounds of material daily so by having a loading door that is below shoulder height and the lowest height in the industry by several inches reduces operator fatigue and strain. Cimline can also provide material loading conveyors that bring blocks from the tow vehicle and load them into the machine to reduce handling by the operator. Coinciding with the loading height all loading doors are equipped with ergonomic handles to provide leverage to the operator of opening. All Cimline crack sealers are also outfitted with a boom to carry the weight of the sealant hose and wand used to apply product to the repair area without it touching the ground. Having an operator friendly hose and wand improves production for the crew as it reduces fatigue. Cimline also provides a choice of lightweight aluminum applicator wands that best fit the operator. the Cimline pavement router / cutter is designed to have a low center of gravity to allow for simple maneuverability and less effort to push from crack to crack. The unit also has adjustable operator controls so it can be quickly adjusted to fit any height operator. Cimline provides a self-retracting hose reel on all of the tack kettle / emulsion applicators to save time and energy in winding a 50 application hose each time it is used. Cimline also uses all aluminum applicator wands to reduce weight. Cimline trailer mounted spray patchers utilize a tri-fold boom to carry the 3" aggregate hose and emulsion for spray patch application. This boom is designed and advertised as "fatigue free" in our bid specifications and is a design that has made us the number 1 market share leader and leading brand name in spray patching technology. Cimline's P5 one-person spray injection patcher is the industry leading patcher of its type to allow a single operator to successfully patch roadways from the safety and comfort of a truck cab that completely eliminates the physical activities and risks associated with other means of patching on the ground.
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49	Describe fire prevention and handling protocols or personal protective equipment needed while using your equipment to enhance operator safety.	There are no Cimline products that require special fire prevention or handling protocols. All of Cimline's equipment is designed with the top safety hierarchical standard there is, which is to "eliminate the hazard". Technology is in place on all Cimline to control critical machine temperatures. Manuals include details specific to how the equipment manages critical temperatures to prevent fires. Specific to personal protective equipment (PPE), Cimline's melters produce the highest temperature materials when operating. The materials is hot enough to burn ones skin, so specific details are provided in every Cimline manual as to the appropriate PPE required to safely operate the machine. There are numerous design details in every Cimline machine that design safety from the hazard of fires and burns. Here is a list of the top design elements across the Cimline line of products. Every Cimline melter utilizes a becket diesel burner. These burners use a photo eye for "out fire" protection so that fuel oil is only supplied to the burner when it is operating properly. If a flame is not seen, or voltage to run the ignitor is not present at the proper level the burner will not fire and cuts any fuel source. The heating source of all melters is also tied to 2 (two) digital controllers for heat transfer oil, and material temperature. These controllers also have an interlock on the burner so that the burner can only run if BOTH controllers are calling for heat. The combustion chamber for the diesel fired burner is enclosed and insulated using a high temp non flammable protective insulation. Temperature interlocks are operated by the M-Series control panel that ensure the proper steps and temperatures are met to safely operate any function of the machine. Loading doors on all equipment are designed so that material is loaded using the door as a shelf and closed. This prevents any chance of material splash back to the operator or the surroundings. Cimline propane burners on our emulsion tack kettles also utilize out fire protection in the form of a thermo couple. This thermocouple is placed in the line of the heating burner to the burner tube. It is held on while igniting the heater much like a "buddy heater" in an ice house. If the flame goes out, the thermo couple cools and cuts off the fuel supplied to the burner. All Cimline products have an option for 5lb, 10lb, or 20lb fire extinguisher to be provided on board. Cimline spray injection patchers operate using a thermostatic control and electric heating blankets that warm the steel tank, not direct contact with the liquid emulsion. Along with these integrated preventative measures to handling HOT products, Cimline recommends and trains operators in safety of operation and first aid when training. Steel toed boots, long sleeve shirts, safety glasses / shield and insulated work gloves need to be worn at all times while handling HOT asphalt products.	*
50	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?	Cimline has the broadest pavement maintenance lineup of products with the industry's best dealer network. Product breadth - no other manufacturer produces a line of crack sealers and routers, a family of pothole patching equipment including industry leading spray injection patching (i.e. P5), as well as emulsions applicators and industry leading emulsion storage tanks. Response - Cimline has a broad and established group of trained and service part stocking dealers (110) ready to service operator training needs, service equipment, and provide parts immediately. Longevity – no other manufacturer of pavement maintenance equipment has innovated and manufactured equipment for the pavement maintenance industry for 55 years, founded in 1970.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☒ Yes ☐ No	Cimline uses Ramonni, Inc. of Nebraska City, NE to bid and supply any federal bids to US military operational posts. Ramonni, Inc. qualifies as: Economically Disadvantaged Woman Owned Small Business (EDWOSB) and Service Disabled Veteran Owned Small Business (SDVOSB). Attached are the SAM.GOV Entity Information and the SBA SDVOSB certification.	*
52		Minority Business Enterprise (MBE)	☐ Yes ☒ No	No	*
53		Women Business Enterprise (WBE)	☐ Yes ☒ No	No	*
54		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	No	*
55		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	No.	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	☒ Yes ☐ No	Cimline uses Ramonni, Inc. of Nebraska City, NE to bid and supply any federal bids to US military operational posts. Ramonni, Inc. qualifies as: Economically Disadvantaged Woman Owned Small Business (EDWOSB) and Service Disabled Veteran Owned Small Business (SDVOSB). Attached are the SAM.GOV Entity Information and the SBA SDVOSB certification.	*
57		Small Business Enterprise (SBE)	☐ Yes ☒ No	No	*
58		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	No	*
59		Women-Owned Small Business (WOSB)	☒ Yes ☐ No	Cimline uses Ramonni, Inc. of Nebraska City, NE to bid and supply any federal bids to US military operational posts. Ramonni, Inc. qualifies as: Economically Disadvantaged Woman Owned Small Business (EDWOSB) and Service Disabled Veteran Owned Small Business (SDVOSB). Attached are the SAM.GOV Entity Information and the SBA SDVOSB certification.	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
60	Describe your payment terms and accepted payment methods.	Cimline offers terms of net 30 days after receipt of completed goods and documentation for licensing. Cimline authorized dealers offer these same terms to the customer but may also offer quick pay options as the billing company to the agency / customer.	*
61	Describe any leasing or financing options available for use by educational or governmental entities.	Cimline offers options of governmental leasing / financing from NCL leasing. A sourcewell awarded vendor supplier.	*

62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Cimline provides a quotation on any product to the Dealer and agency / customer that clearly displays the Sourcewell contract number. Line item part numbers and descriptions with extended cost showing the Sourcewell discount clearly. Freight is quoted to the customer at the time of quotation along with any special requested items not listed in the published price pages or special items requested to be provided by the dealer like pre delivery inspection or installation of customer supplied items like warning lights or tooling. Once this quote is accepted by the agency 1) the agency PO 2) the Sourcewell approved quote copy 3) the dealer PO and 4) the equipment configuration are sent to customer care for data entry and verification. Once this is complete the servicing dealer and agency are provided an order verification displayed by line item with current lead time to delivery.	*
63	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 accepts credit card for a service fee and does not accept P-Card directly. Cimline dealers DO accept P-card procurement and payment process in most all locations. There is no fee charged in using the P-Card. There is a credit card transaction fee from the card company issued on all transactions direct with the Cimline factory.	*
64	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.	Cimline offers a 12% discount from list price (MSRP) on all price catalog items except there is NO discount on the 33,000 GVW Cimline supplied Chassis option. The NO discount Chassis sold by Cimline is ordered and configured by the factory to be ready for install for a P-5 one person patcher or P-3 skid mount patcher. These chassis are stocked and ordered in pipeline by Cimline to reduce lead time to the agency and purchased in a quantity that is highly competitive or less in price than a typical agency contract price level. Cimline uses an adapted copy of the Dealer Price and Guide book for Sourcewell pricing to keep all pricing and dealer activity consistent with normal operation procedure.	*
65	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.	12% Discount from list price (MSRP) on all catalog items except the line item SKU for 33,000 GVW Chassis. That sole line item has NO discount. The Cimline Sourcewell Price and Guide Book is attached.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	Cimline provides an additional 3% discount for quantity purchases of 3 to 4 units on any complete machine order NOT including the chassis line item if a chassis mounted patcher is ordered. Cimline offers a 5% discount for purchases of 5 units or more on any complete machine order NOT including the chassis line item as stated above.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced products or related services that are described as "open market" or "non-contract" will be itemized on the quotation to the customer and represent a fair market value pricing structure. This is common in our agency market and accepted practice by Cimline. Examples of this are compliance specific lights, strobes, or beacons for a specific agency. 4-way camera systems are another example of customer specific options that will call out a specific brand. In these cases Cimline and the dealer partner work with the agency and clearly outline the installation requirements. Any purchased components and installation labor will be quoted and clearly outlined to the customer.	*
68	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.	Freight will be estimated at time of quote and billed as freight actual at time of delivery. All items pertinent to the machine including pre-delivery inspection from the dealer, or installation services will be listed and itemized on the quotation. As stated earlier every machine delivery includes factory or factory authorized training. Examples of specialized costs to be itemized for installation are cranes, welder, and electrician for vertical emulsion storage tanks. These tanks will have a factory representative or trained dealer representative on the ground for install as included in all training and installation for Cimline equipment.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is quoted by the carrier to Cimline and the estimated freight total is included in the quotation. Freight is billed as the freight actual at time of billing. A copy of the carry bill can be supplied to the agency upon request. Each machine is shipped to the Cimline authorized dealer for inspection prior to delivery to the agency / customer. Each machine goes through a quality inspection at Cimline as well as when being received by the authorized Cimline dealer prior to delivery.	*

70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Cimline uses remote shipping logistics in our daily business activities. Cimline has shipping contacts for Alaska, Hawaii, and off shore delivery. With units sold in Canada, Cimline uses the Canadian dealer to provide freight transportation quotations to the agency / customer. The dealers in Canada have systems in place for border crossing and brokerage and are experts in this practice.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	P-5 one person chassis mounted spray patchers and P-3 two person chassis mounted spray patchers can be delivered as drive away and not on flat bed transport. This method of delivery is charged at a market value mileage rate from the factory shipping point to the agency / customer delivery yard and is a better price point than transport haul. This delivery does NOT affect the warranty of the chassis. The chassis warranty begins upon registration of the chassis by the agency.	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Each Sourcewell quote is supplied by Cimline to the dealer. This quote is then matched to the agency / customer PO copy that is required during the order entry process. Customer Care, Director of Sales, and Accounting Controller all have visibility to the order entry. Any order submitted for contract purchase by a dealer also must contain Sourcewell notification on the PO. In the order entry process the Director also audits the transaction and provides a detailed report that includes price verification and member information for Sourcewell reporting. Cimline also shares the published Cimline price pages at time of quotation so that agencies can view options and capabilities that they wish to order.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	As with the current contract, Cimline will continue to annually monitor revenue as well as unit sales growth by product category for equipment sold through the Sourcewell contract. Cimline is proud to have grown Sourcewell sales considerably each year. Each Regional Sales Manager is responsible for Sourcewell growth and annual goals on Sourcewell sales would continue to grow if Cimline were to be awarded an agreement again. To continue to assure end to end order accuracy the Agency PO, Cimline Sourcewell Quote, Dealer PO labeled Sourcewell, and Machine Configuration must all match to the Cimline Sourcewell Quote provided. Once this is confirmed the order is verified by a Sourcewell check form that details the agency member, agency number, PO number, correct pricing is verified again. This form is attached to the order documents and saved in our ERP system for operations and accounting. Cimline's Director and the accounting Controller meet each quarter to verify there is no missing transaction information again and then provide complete reporting details and payment to Sourcewell as instructed by the contract.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Cimline would like to propose a 2% reporting fee on the total sale amount invoiced less freight and dealer pre delivery inspection.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Cimline has been successful and gown using solutions provided through Sourcewell to its agency members. It is important to Cimline that Sourcewell continue to be the best market price offers for standard purchases. Cimline has also included a two tier multi-unit discount for larger customers to maximize pricing to efficiency gained by cimline in repeating the order items.

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

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Cimline offers the following products as new in support of roadway maintenance and equipment. 1. Spray Injection Patchers Truck and Trailer Mounted 2. Emulsion Storage Tanks Vertical from 3,000 gallons to 10,000 gallon for storage of materials used in roadway maintenance. 3. Emulsion Storage Tanks Trailer Mounted 1,000 gallon for field transport and refilling 4. Tack Kettles Trailer Mounted 250 gallon and 500 gallon for roadway maintenance use 5. Crack Sealing Applicators Trailer Mounted in 150 gallon, 230 gallon, and 410 gallon sizes 6. Crack Sealing Applicators Skid Mounted in the 60 gallon, 150 gallon, and 230 gallon sizes 6. Mastic Patching Melter Applicators Trailer Mounted in the 250 gallon and 350 gallon sizes 7. Mastic Patching Melter Skid Mounted in the 60 gallon size 8. Pavement Routers for cleaning and preparation of roadway maintenance 9. Air Compressors Skid Mounted for cleaning and preparation of roadway maintenance. Cimline Regional Sales Managers have demonstration equipment that can be sold with warranty if the agency wishes for immediate delivery. A pricing reduction from list price will be noted by line item to apply to the hours used on the machine. Demonstration equipment sold is classified as 100 hours or less and will have factory new warranty. Crack Sealers, Mastic Melters, Spray Patchers, and Pavement Routers are all common demonstration items and core products. Cimline also completely refurbishes spray injection patchers and re-sell with warranty package. The price for these factory refurbished machines varies based on year, make, and model. The machines are clearly offered with supporting documentation and warranty statement. These units are very popular for small rural agencies looking to upgrade their roadway maintenance abilities. Any factory demo or factory used equipment is quoted and tracked using the same processes as a new equipment order.
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Crack Sealers / Melter Applicators Trailer and Skid Mounted Mastic Patcher / Mastic Melters Trailer and Skid Mounted Pavement Routers Air Compressors Skid Mounted for Roadway Maintenance of Crack Cleaning Spray Melter Applicator for HOT materials Spray Injection Patchers Truck and Trailer Mounted Emulsion Storage Tanks Vertical and Trailer Mounted

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed category or type of solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
78	Asphalt recyclers and reclaimers, hot boxes	☐ Yes ☒ No	We do offer tack / emulsion kettles used in the process of patching with hot boxes and reclaimers, but not the hot box or reclaimer.	*
79	Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters	☒ Yes ☐ No	Spray Injection Patchers, Joint Crack Sealers, Mastic Melters	*
80	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	☒ Yes ☐ No	Asphalt Routers, HOT Spray applicators used in asphalt rumble strip grooving. Tack Kettles used in sealing asphalt after grinding or grooving.	*
81	Pavement marking application and removal equipment	☐ Yes ☒ No	No.	*

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

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☒ Yes ☐ No

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

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

- [Pricing](#) - Cimline Sourcewell Pricing and Guide 05-25.pdf - Tuesday May 06, 2025 08:13:14
- [Financial Strength and Stability](#) - Cimline-Duraco-Parent Inc Financial.pdf - Tuesday May 06, 2025 11:23:50
- [Marketing Plan/Samples](#) - Cimlie Marketing-Samples Attachment.pdf - Tuesday May 06, 2025 09:13:35
- [WMBE/MBE/SBE or Related Certificates](#) - Cimline-Ramonnei Dealer Patner-Related Certs.pdf - Tuesday May 06, 2025 09:28:50
- [Standard Transaction Document Samples](#) - Example Quote-Dealer Verification-Check Sheet.pdf - Tuesday May 06, 2025 11:17:57
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Cimline Warranty Guidelines-Standard-Extended.pdf - Tuesday May 06, 2025 11:38:43

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ben Thielbar, Director, 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 obligations contemplated in the solicitation proposal.

☒ **Yes** ☐ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Roadway_Maintenance_Equipment_RFP050625 Wed April 23 2025 04:17 PM	☒	2
Addendum_1_Roadway_Maintenance_Equipment_RFP 050625 Tue April 8 2025 02:54 PM	☒	1