

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

Company Name: J.A. Larue inc.

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

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS

Proposer's Signature: _____

Paul M...

Date: 2018/8/3

Sourcewell's clarification on exceptions listed above:

No Exceptions noted.



Contract Award
RFP #080818

FORM D



Formal Offering of Proposal

(To be completed only by the Proposer)

SNOW AND ICE HANDLING EQUIPMENT, SUPPLIES, AND ACCESSORIES

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

Company Name: J.A. Larue Inc.

Date: 2018/8/3

Company Address: 660 Lenoir street

City: Quebec City

State: Qc

Zip: G1X 3W3

CAGE Code/DUNS: L06W8/208580092

Contact Person: Louis Larue

Title: Vice-President

Authorized Signature: _____

Louis Larue

FORM E

CONTRACT ACCEPTANCE AND AWARD



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

Sourcewell Contract #: 080818-JAL

Proposer's full legal name: J.A. Larue Inc.

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

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

Sourcewell Authorized Signatures:

Jeremy Schwartz

78144D620E084E3

SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz

(NAME PRINTED OR TYPED)

Chad Coquette

3F76ED2BA647440

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette

(NAME PRINTED OR TYPED)

Awarded on October 22, 2018

Sourcewell Contract # 080818-JAL

Vendor Authorized Signatures:

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

Vendor Name J.A. LARUE INC.

Authorized Signatory's Title Vice-President

Louis Larue

VENDOR AUTHORIZED SIGNATURE

LOUIS LARUE

(NAME PRINTED OR TYPED)

Executed on October 23, 2018

Sourcewell Contract # 080818-JAL



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

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

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

Company Name: J.A. Larue inc.

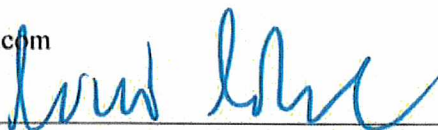
Address: 660 Lenoir street

City/State/Zip: Quebec City, QC, G1X 3W3

Telephone Number: 418-658-3003

E-mail Address: louis.larue@jalarue.com

Authorized Signature: _____



Authorized Name (printed): Louis Larue

Title: Vice-President

Date: 2018/8/3

Notarized



Subscribed and sworn to before me this 3

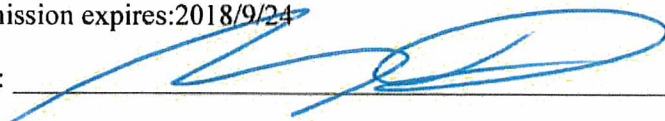
day of August, 2018

Notary Public in and for the County of Quebec

State of QC

My commission expires: 2018/9/24

Signature: _____





Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name: J.A. Larue Inc.

Questionnaire completed by: Louis Larue

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? **Net 30 days**
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions? **We can offer lease or financing option with National cooperative leasing. We can also offer rent to own.**
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders. **First of all, the quotation is send to your member will have the mention Soucewell pricing with the note to mention the Sourcewell contract on their purchase order. We request a purchase order for every sales. At the reception of the PO, the selling price is confirm with the Sales manager and the sales will be entered in our sales log and the Q report of Sourcewell at the quarter of delivery.**
- 4) Do you accept the P-card procurement and payment process? **NO** If so, is there any additional cost to Sourcewell Members for using this process?

Warranty

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

The dealer needs to order parts and to proceed with a warranty claim on a standard form. This form needs to be send to our service manager who will authorize the credit to the dealer account. Some specific parts will need to be retourned to the manufactuer before the issue of the credit note.

- Do your warranties cover all products, parts, and labor? **Yes exempt the engine who will warranty directly by the manufacturer See Larue warranty statement**
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? **Wear parts are not warranted and abuse usage void the warranty as mentioned in the operation manual See Larue warranty statement**
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? **Yes**
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair? **In this case, J.A. Larue will hire a local service company.**

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? **Yes, exempt the engine who will warranty directly by the engine manufacturer**
 - What are your proposed exchange and return programs and policies? **We accept parts returns in 10 days with 20% of restocking charges.**
- 6) Describe any service contract options for the items included in your proposal. **We can offer spare parts kits for different maintenance in the time (example, 30 hours, 100 hours, 200 hours, etc.)**

Pricing, Delivery, Audits, and Administrative Fee

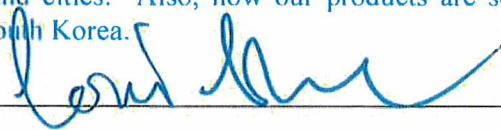
- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal. **Loader mounted snow blowers from 1,000 to 7,500 tons per hour, truck mounted snow blowers from 2,600 to 7,500 tons per hour and front broom mounted on chassis**
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) **Price list with a discount of 5% (see pricer list folder)**
- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list. **5%**
- 10) The pricing offered in this proposal is
- ☒ **X** a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☒ **X** b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer. **Quantity discount for 3-9 units additional 2% per order and additional 3%, total 5% for 10 units or more . (Must be ordered at the same time)**
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. **With our encreering department, we can produce custom options, we will provide a quotation before acceptance by the member.**
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. **Onsite operator and service training with factory representative \$2,000.00 payable to J.A. Larue Inc. or local dealer.**
- 14) If delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete shipping and delivery program. . **To help your member, we can take care of the shipping and customs procedure. The freight will be prepaid and charge.**

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery. **We are set up to deliver around the world. No problem, we can offer road transport, flat rack or container transport.**
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal. **We use standard channel of distribution and we work with first class transport co (long term relationship)**
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. **At the reception of the PO, the selling price is confirm with the Sales manager and the sales will be entered in our sales log and the Q report of Sourcewell at the quarter of delivery.**
- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.) **We offer 2 % of list to Sourcewell for administrative fee**

Industry-Specific Questions

- 19) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are "vendor differentiators." **In the expansion of our facility, we will have a section in our warehouse who will be dedicated for spareparts. We understand that we will duplicate some inventory but the customer will be serve faster. With our service Hot line 24/7, your member will talk with a real person for sure, no voice-mail.**
- 20) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions. **J.A. Larue invests important ressource in R&D to be sure that is the last technology who will be integrate in the new generation of snowblower. For example, we are the only snow blower manufacturer who use marine transmission in loader mounted model. The unit have a better performance and weight of the unit is decrease.**
- 21) State the extent to which the solutions that you propose are compliant with standards or requirements in the US, Canada, and/or applicable in the various states and provinces. Identify all related certifications or Accreditations. **We have the CE mark and our quality control has been improve with the Department of National Defence of Canada.**
- 22) Provide any market data or research supporting the longevity or reliability of your proposed solutions. **In the last years, we have increased our market shares because now we sell snow removal equipement in many US airports and cities. Also, now our products are sold around the world. Examples: Iceland, Russia, Spain and South Korea.**

Signature: _____



Date: _____

2018.08.03

**AMENDMENT
TO
CONTRACT #080818-JAL**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **J.A. Larue Inc.** (Vendor).

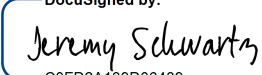
Sourcewell awarded a contract to Vendor to provide Snow and Ice Handling Equipment, Supplies, and Accessories, to Sourcewell and its Participating Entities, effective October 29, 2018, through October 29, 2022 (Contract).

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

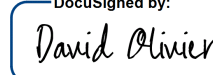
The Contract will not be extended for additional time and during the term of this extension Sourcewell will no longer market the contract.

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

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer
8/7/2023 | 4:28 PM CDT
Date: _____

J.A. Larue Inc.

DocuSigned by:

By: D7EE23A4F63E413...
David Olivier
Title: Sales Manager
8/7/2023 | 2:36 PM PDT
Date: _____

Approved: DocuSigned by:

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