

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



Company Name: Horst Welding

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
6.23.1.1	XCU coverage	XCU coverage does not apply to our company because we do not do onsite contract work.	Sourcewell accepts Oct 5, 2018
6.25	AM Best rating	Insurer is not AM Best rated, include in package is a document showing showing their financial strength	Sourcewell rejects Oct 5, 2018

Proposer's Signature: Date: July 30/2018

Sourcewell's clarification on exceptions listed above:





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.

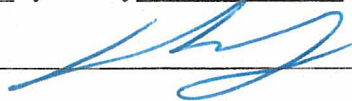
Company Name: Horst Welding Date: July 30, 2018

Company Address: 8082 rd 129

City: Listowel State: ON Zip: N4W3G8

CAGE Code/DUNS: L9803

Contact Person: Ryan Frey Title: Vice President / General Manager

Authorized Signature:  Ryan Frey
(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD



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

Sourcewell Contract #: 080818-HOR

Proposer's full legal name: Horst Welding

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

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

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

78144D820E604E3...
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

3F75ED2BA547448...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on October 22, 2018

Sourcewell Contract # 080818-HOR

Vendor Authorized Signatures:

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

Vendor Name HORST WELDING

Authorized Signatory's Title VICE PRESIDENT / GENERAL MANAGER

[Signature]
VENDOR AUTHORIZED SIGNATURE

Ryan Frey
(NAME PRINTED OR TYPED)

Executed on OCT 23, 2018

Sourcewell Contract # 080818-HOR



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: 1708828 ONTARIO LIMITED a/o HORST WELDING

Address: 8082 rd 129 RR#3

City/State/Zip: LISTOWEL / ONTARIO / N4W 3G8

Telephone Number: 519-291-4162

E-mail Address: ryan@horstwelding.com

Authorized Signature: [Signature]

Authorized Name (printed): Ryan Frey

Title: VICE PRESIDENT / GENERAL MANAGER

Date: AUG 3 / 2018

Notarized

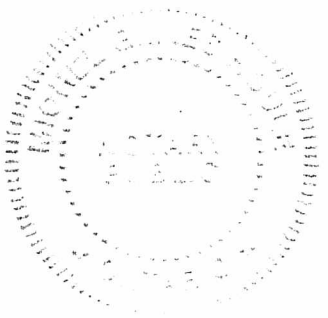
Subscribed and sworn to before me this 3rd day of August, 20 18

Notary Public in and for the County of Elmira, ON CANADA ~~State of~~

My commission expires: N/A

Signature: [Signature]

Michel Gilles Houle





Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name: _____ Horst Welding _____

Questionnaire completed by: _____ Ryan Frey _____

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?.

N/A

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.

We would expect the dealers to promote the product to the members. A member would then order the product directly from Horst Welding, we would notify our local dealer (where we would deliver the product to) of the order. We would respond to the member with an order confirmation to confirm accuracy and eta. Quarterly reports will be generated from our ERP system.

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

n/a

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.

See attached copy of our warranty policy.

Warranty will be looked after by the delivering dealer.



Horst Welding • 8082 Rd 129 • Listowel • Ontario, Canada • N4W 3G8 • Email : sales@horstwelding.com • Fax : (519)-291-5388 • Tel : (519)-291-4162



Warranty

One Year Limited Consumer Warranty

Two Year Limited Commercial Warranty on
HLA Snow 3000 to 6000 series blades

Warranty is active at the time of customer delivery and any claims require the product model and serial number.

All claims must be discussed with a representative of Horst Welding prior to any repairs / replacement or warranty will be void.

This new and unused product is warranted by Horst Welding, to be free from defects in material and workmanship under normal use and regular service as described in the owner's manual, for a period of 1 year from the date of delivery, and a commercial period of 2 years for HLA Snow 3000, 4000, 5000 and 6000 series blades from the date of delivery. Warranty is limited to the repair of the product and / or replacement of parts.

Customer: If issues develop within the warranty period with the product, contact the local dealer from which you purchased the unit. Only Horst authorized dealers may make repairs to the product or affect the replacement of defective parts, unless otherwise approved by Horst.

Distributor / Dealer: must notify Horst Welding of the defect before repair / replacement is made. Recommended repairs / replacement and cost are to be discussed with, and agreed on, by an authorized Horst Welding representative. All claims must be accompanied by a photograph of the defective product.

Defective products may be required to be returned to Horst Welding in Listowel, Ontario at the request of Horst Welding. Repairs / Replacement will be done at no charge to the customer within a reasonable time after the receipt of the product.

This warranty does not cover the following items:

1. Normal replacement of service items.
2. Normal maintenance or adjustments.
3. Machines or parts lost or damaged during shipment,
4. Accessory items / parts not supplied by Horst Welding
5. Damages resulting from:
 - misuse, negligence, accident, theft or fire
 - use of improper or insufficient fuel, fluids or lubricants
 - use of after market parts or accessories, unless approved by Horst Welding
 - modifications, alteration, tampering or improper repair
 - any device or accessories installed other than an authorized dealer.
 - using incorrect supplies or supplies not specified in the owners manual.

Horst shall not, in any event, be liable for any losses, damages or costs; to include profits, travel, transportation, pick up, delivery, towing cost, tow vehicle, loss of use, whether special, incidental, consequential or otherwise, in any way. Unit or parts are returned at the customer's expense.

There are no warranties, expressed or implied, other than those specified herein. No agent, employee or other person has any authority to vary any of the foregoing provisions.

All claims must be discussed with a representative of Horst Welding prior to any repairs

200917

- Do your warranties cover all products, parts, and labor?
Yes, on manufacturing defects
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
No
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
No
- 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?
No, warranty repair/replacement is supplied by the local dealer
- 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, any part or component that is a part of our proposal is covered by our warranty policy
- What are your proposed exchange and return programs and policies?
We may request parts to be retuned depending on the type of failure (at our discretion), most times photos and detailed descriptions will suffice.

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

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.

Horst Welding designs and manufactures products required to clear snow in cities, towns and rural areas alike. Our robust construction makes our plows and pushers the choice of Snow removal professionals. We offer 4 Series of Plows and Pushers starting with 3000 series for lighter more nimble Power Units. The 4000 series is made for a heavier Power unit but still mobile enough to plow the streets or handle plowing in tighter spaces like municipal parking lots. The 5000 series will handle large snow volumes on larger Power units including Wheel Loaders. The 6000 series is a no non-sense blade designed for moving large volumes with large Wheel Loaders. These units can be ordered with multiple configurations including angling blades, trip edges, crossover pressure relief and wing trip needed to plow snow in areas where uneven asphalt, concrete or frozen ground along with curbs, hydrants parking stones can create obstacles.

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.)

Pricing is provided as a list price (US MSRP), Sourcewell member discount is 20%.

FREIGHT IS INCLUDED TO THE LOCAL DELVERING DEALER. Excluding Hawaii, Alaska and US Islands.

See product listing in excel file attached in the electronic copy of the proposal

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.

Sourcewell member discount is 20% off the current year US MSRP

- 10) The pricing offered in this proposal is
- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - YES** 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.

Further discounts may be available dependent on volume and product mix. Dealt with on a case by case basis.

- 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.

We would supply a competitive quote for each request

- 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.

There may be some predelivery inspection charges from the local dealer.

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

FREIGHT IS INCLUDED TO THE LOCAL DELIVERING DEALER. Excluding Hawaii, Alaska and US Islands.

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

Freight to Alaska, Hawaii and any offshore location will be charged at cost (prepaid and charged)

Freight in Canada is included in US MSRP

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

n/a

- 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.

Reports will be generated by our ERP software and will be reviewed by management on a quarterly basis.

- 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 agree to pay a 2% of the net invoice price.

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.”

With sales partners throughout the US we can (and do) provide support to anyone mainland USA (Including Alaska) as well as all of Canada.

All cylinders and hydraulic components are sourced from US or Canadian vendors

Our Snowwing models hold 2 patented features 1) the hydraulic rotary actuators on the wing 2) the “tire protector” keeps the wing from damaging the tires on the power unit/source

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

n/a


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.

No formal accreditations, but have been providing the snow removal equipment to the industry for over 25 years. With thousands of units in operation.

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

No formal research, but have many favourable customer comments on durability and strength.

We are an OEM supplier to Caterpillar for snow and ice products.

Signature:  _____ Date: July 30, 2018 _____

AMENDMENT
TO
SOURCEWELL CONTRACT #080818-HOR

This Amendment is by and between **Sourcewell** (Sourcewell) and **Horst Welding** (Vendor). Sourcewell and Vendor will be collectively known hereinafter as “Parties.”

Vendor was awarded a Sourcewell Contract for Snow and Ice Handling Equipment, Supplies, and Accessories effective October 29, 2018, until October 29, 2022, relating to the provision of services by Vendor and to Sourcewell and its Members.

The parties agree that certain terms within the Agreement shall be updated and amended and only to the extent as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective February 15, 2019, and upon all signatures below.
2. Form P – Payment Terms and Financing Options, Question #3 in the Vendor’s Response to the above-mentioned Request for Proposal is deleted in its entirety and replaced with the following:

RESPONSE: We would expect the dealers to promote the product to the members. A member would then order the product from the dealer, the dealer would then issue a PO to Horst Welding. We would respond to the dealer with an order confirmation to confirm accuracy and ETA. Quarterly reports will be generated from our ERP system.

3. The Agreement and any previous amendments are incorporated into this Amendment by reference.

(This Section Intentionally Left Blank.)

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 2/12/2019 | 3:13 PM CST

Horst Welding

DocuSigned by:
By: Ryan Frey
Authorized Signature

Ryan Frey
Name – Printed

Title: Vice President

Date: 2/28/2019 | 7:31 AM CST

APPROVED:

DocuSigned by:
By: Chad Coquette
Authorized Signature

Chad Coquette
Name – Printed

Title: Executive Director/CEO

Date: 2/12/2019 | 10:23 AM CST