

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



Company Name: R.P.M. Tech 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
		NO EXCEPTIONS	

Proposer's Signature: Date: Oct. 23, 2018

Sourcewell's clarification on exceptions listed above:

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.

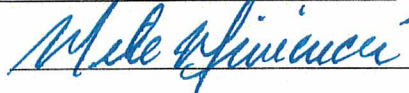
Company Name: R.P.M. Tech Inc. Date: July 27th, 2018

Company Address: 2220, Michelin Street

City: Laval State: Québec Zip: H7L 5C3

CAGE Code/DUNS: 204333116

Contact Person: Mr. Mike Minicucci Title: Senior Account Manager

Authorized Signature:  Mr. Mike Minicucci
(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-RPM

Proposer's full legal name: R.P.M Tech 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
78144D620E884E3...
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette
3F75ED26A047446...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on October 22, 2018

Sourcewell Contract # 080818-RPM

Vendor Authorized Signatures:

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

Vendor Name R.P.M. Tech Inc.

Authorized Signatory's Title Marketing Director

Chantal Rousseau
VENDOR AUTHORIZED SIGNATURE

Chantal Rousseau
(NAME PRINTED OR TYPED)

Executed on Oct. 23, 2018

Sourcewell Contract # 080818-RPM

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: R.P.M. Tech Inc.

Address: 2220, Michelin Street

City/State/Zip: Laval, Québec H7L 5C3

Telephone Number: (450) 687-3280

E-mail Address: dbeaudoin@alamo-group.com

Authorized Signature: 

Authorized Name (printed): Daniel Beaudoin

Title: President

Date: July 18th, 2018

Notarized



Subscribed and sworn to before me this 18 day of July, 2018

Notary Public in and for the County of Québec State of Canada

My commission expires: November 14th, 2020

Signature: 



Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name: R.P.M. Tech Inc.

Questionnaire completed by: Mr. Mike Minicucci

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Payment terms are 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?.

R.P.M. Tech Inc. provides leasing and financing options through a third party/financial institution.

- 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.

An official purchase order must be sent to R.P.M. Tech's attention and/or the authorized personnel/dealer. Hard copy or electronic copy is accepted. The PO will be forwarded to accounts payable and will be processed under the Sourcewell contract.

R.P.M Tech Inc. authorises their Dealers to accept purchase orders under the Sourcewell contrat. They will forward a copy of the PO to R.P.M. Tech Inc. to be processed under the Sourcewell contract. All purchase orders submitted through the Sourcewell contract are processed under a catergorie different from a non-Sourcewell order. Each quarterly accounts payable have the ability to provide a report and a follow up of the Sourcewell submitted orders.

- 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?

R.P.M. Tech Inc. does not accept the P-card procurement payment.

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.

- Do your warranties cover all products, parts, and labor?

YES

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

R.P.M. Tech Inc. products are covered for 1 year/1500 hours. Extended warranty is available. See ANNEX 6.

- 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?
R.P.M. Tech Inc. covers all of the USA as well as Canada. Our Dealer Network provides responsive service.
 - 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?
Generally , the call for warranty service will be directed to our (PSC) Primary Service Contact.They will then direct the issue to the respective manufacture or R.P.M. Tech Inc. will handle the repair and then charge it to the manufacture in question.
 - What are your proposed exchange and return programs and policies?
See ANNEX 7 for Refund Policy. Equipment cannot be returned as they are commonly tailored to customers' specific needs.
- 6) Describe any service contract options for the items included in your proposal.
R.P.M. Tech Inc. provides extended warranties from 2 to 5 years upon request of the end user.

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.
- R.P.M. Tech Inc. is a North American leader in the design and manufacture of snow clearing equipment such as industrial snow blower attachments, municipal tracked snow blower, and cold air blower systems for the maintenance of streets, roads, sidewalks, parking lots, snow depots, and regional airfields.
- Specialized in loader-mounted industrial snow blowers, R.P.M. Tech Inc. offers a wide selection of self-contained models available in an array of snow clearing capacity ranging from 800 to 5400 tons/hour, for truck loading and open field snow casting.
- 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.)
- Our pricing structure is basic and it includes the Sourcewell discounts. Depending on the model of the unit, discount may vary from 25-35%. A price list including the M.S.R.P. will be provided so the Sourcewell member so it can verify the discount and pricing. Also a price list of different options
- R.P.M. Tech Inc. does not have an SKU system. See ANNEX 10.
- 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.
- Pricing reflects a discount structure from 25-35% off the MSRP. R.P.M. Tech Inc. also offers volume discounts.

10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- 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.

2% discount on Sourcewell pricing from 5-10 units

5% discount on Sourcewell pricing from 11-units and more

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.

R.P.M. Tech Inc. prefers to provide a quote for every request because customization is different for every customer.

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.

All applicable taxes, installation, custom duty, mandatory training, and freight fees are not included in the pricing. These charges are related to the customers/end users requirements.

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

Shipping is calculated and quoted as a separate cost due to the geographic dispersion of our municipal customer base. Upon reception of the purchase order, we will provide a quote to destination at no profit to R.P.M. Tech Inc. The Sourcewell member will have the option of provide its own freight.

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

Alaska, Hawaii and Canada as well as offshore follow the same procedure as in question 14. R.P.M. Tech Inc. has the ability to ship anywhere in the world.

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

Generally , our shipping methods need to meet transportation and freight regulations.If the customer requires a specific method of delivery , the cost(if any) will reflect on his quotation.

- 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.

R.P.M Tech Inc. is certified ISO9001:2015. This certification is controlled by a yearly audit from the ISO bureau and internal personel to verify our compliance with all administration and accounting duties as well as manufacturing. All our procedures must be consistant and up to date. Unable to comply to this certification may and will lead to cancellation and loss of government contracts. See copy of our quality control program in ANNEX 8.

- 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.)

R.P.M. Tech Inc proposes a 2% administrative fee per unit payable to Sourcewell of the contract sale.

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."

Our staff is available 24/7 for parts and service. Our parts fill rate is 92 %. We understand the urgency for our customers. Our best feature is customer satisfaction.

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

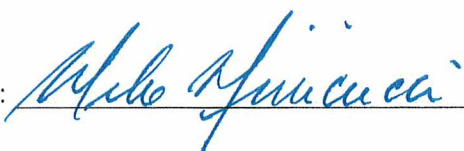
Part of RPM Tech's ISO program is, all units must go through a full ITP(Internal Test Program) as well as a Pre-Delivery Inspection. All our engines are audited from the dedicated manufacture for appropriate set up and emission compliancy.

- 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.

R.P.M. Tech Inc.complies to all rules and regulations required to do business in USA and in Canada. We have been operating since 1962 and have grown to being a world leading manufacture in our industry. R.P.M. Tech Inc. complies to the BUY AMERICA WAIVER Act as 75% of the product is of USA origin.

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

R.P.M Tech Inc. does not compile any data for realibilty and longevity on our products. However, our repeat business does tell us that we achieve quality, reliability and longevity. Thus our success since 1962!

Signature: 

Date: July 27th, 2018

**AMENDMENT #1
TO
SOURCEWELL CONTRACT #080818-RPM**

THIS AMENDMENT is by and between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **R.P.M. Tech Inc.**, 2220 Michelin Street, Laval, QC H7L 5C3, Canada (Vendor).

Sourcewell awarded a contract for Snow and Ice Handling Equipment, Supplies, and Accessories to Vendor (#080818-RPM) effective October 29, 2018, until October 29, 2022, relating to the provision of services by Vendor and to Sourcewell and its Members (Original Contract).

Vendor was acquired by Alamo Group, but is a wholly owned subsidiary with its own contracting authority. As a result, Vendor's federal tax identification number (EIN) has changed. The parties wish to amend the Original Contract to update Vendors EIN,

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree to amend the Original Contract as follows:

1. This Amendment is effective upon the date of the last signature below.

Remainder of page intentionally left blank.

- 2. As used within the Original Contract, any reference to Vendor’s EIN will be changed to: 98-1521239.

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Authc: C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 3/10/2020 | 1:48 PM CDT

R.P.M. Tech Inc.

DocuSigned by:
By: Mike Minicucci
Authc: F3E046E5FD2A4EE...

Mike Minicucci
Name – Printed

Title: Senior Account Manager

Date: 3/10/2020 | 11:17 AM PDT

Sourcewell–APPROVED:

DocuSigned by:
By: Chad Coauette
Authc: 7E42B8F817A64CC...

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 3/10/2020 | 1:49 PM CDT

**AMENDMENT #2
TO
SOURCEWELL CONTRACT #080818-RPM**

THIS AMENDMENT is by and between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **R.P.M. Tech Inc.**, 2220 Michelin Street, Laval, QC H7L 5C3, Canada (Vendor).

Sourcewell awarded a contract for Snow and Ice Handling Equipment, Supplies, and Accessories to Vendor (#080818-RPM) effective October 29, 2018, until October 29, 2022, relating to the provision of services by Vendor and to Sourcewell and its Members (Original Contract).

In 2017, Vendor was acquired by Alamo Group, but is a wholly owned subsidiary with its own contracting authority. In 2020, Vendor merged its operations with a sister company, Tenco, Inc. In order to assist with streamlined operations, Vendor is changing the name of the contract holder to Tenco, Inc.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree to amend the Original Contract as follows:

1. This Amendment is effective upon the date of the last signature below.
2. As of the effective date of this Amendment, the Vendor will be Tenco, Inc.

Remainder of page intentionally left blank.

- 3. The Original Contract will be held under the Tenco, Inc. name, the Vendor will continue to supply products under the Original Contract with the R.P.M. Tech name, and all invoices will issued using the name Tenco, Inc. It is understood by the parties that products manufactured with the Tenco, Inc., name will not be supplied under the Original Contract.

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

Sourcewell

R.P.M. Tech Inc./Tenco, Inc.

DocuSigned by:
 By: Jeremy Schwartz
 AuthC: C0FD2A139D06489...

DocuSigned by:
 By: Daniel Beaudoin
 AuthC: A7C804FDB0DC4BF...

Jeremy Schwartz
 Name – Printed

Daniel Beaudoin
 Name – Printed

Title: Director of Operations & Procurement/CPO

Title: President

Date: 5/2/2020 | 8:00 PM CDT

Date: 5/1/2020 | 8:23 AM PDT

Sourcewell-APPROVED:

DocuSigned by:
 By: Chad Coauette
 AuthC: 7E42B8F817A64CC...

Chad Coauette
 Name – Printed

Title: Executive Director/CEO

Date: 5/2/2020 | 8:41 PM CDT