

**Solicitation Number: RFP #110223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Labrie Environmental Group USA Inc., 175-B Rte, Marie-Victorin, Levis, Qc, Canada G7A 2T3 (Supplier).

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

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

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires December 28, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

### **3. PRICING**

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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



D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

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

## **11. INDEMNITY AND HOLD HARMLESS**

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

## **12. GOVERNMENT DATA PRACTICES**

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

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

#### **1. *Grant of License.*** During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.



b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

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

3. *Use; Quality Control.*

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

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

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## **18. INSURANCE**

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

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.



C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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



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

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by 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 Contract or any purchase by an authorized user.

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

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

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

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

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

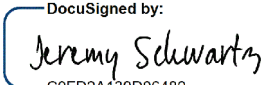
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## 22. CANCELLATION

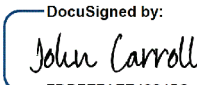
Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract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

Sourcwell

Labrie Enviroquip Group USA Inc.


DocuSigned by:  
  
C0FD2A139D06489...

By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 12/22/2023 | 12:45 PM CST

DocuSigned by:  
  
7DD7E7AFE43245C...

By: \_\_\_\_\_  
John Carroll  
Title: Vice President Sales & Marketing  
Date: 12/22/2023 | 12:21 PM CST

Approved:

DocuSigned by:  
  
48BAF71B0894454...

By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
Date: 12/22/2023 | 1:22 PM CST

# RFP 110223 - Refuse Collection Vehicles with Related Equipment, Accessories, and Services

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## Vendor Details

Company Name: Labrie Enviroquip Group  
Address: 175-B, route Marie-Victorin  
Levis, Quebec G7A 2T3  
Contact: Andrew LeVasseur  
Email: andrew.levasseur@labriegroup.com  
Phone: 920-312-6124  
HST#:

## Submission Details

Created On: Tuesday September 19, 2023 08:19:03  
Submitted On: Wednesday November 01, 2023 10:04:25  
Submitted By: Andrew LeVasseur  
Email: andrew.levasseur@labriegroup.com  
Transaction #: 492a3f6b-4026-4c80-bbb0-72a6f4b65ba9  
Submitter's IP Address: 97.94.51.96

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Labrie Environmental Group USA INC.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Enviroquip LLC Enviroquip Parts LLC	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	LEG Purchaser INC LEG Holding INC Labrie Environmental Holding LP Labrie Parts Corporation	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	We do not currently have a CAGE code as we sell through our distributor network and not directly to the federal government.	*
5	Proposer Physical Address:	175-B Rte Marie-Victorin Levis, Qc, Canada, G7A 2T3	*
6	Proposer website address (or addresses):	www.groupelabrie.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Carroll Vice-President Sales and Marketing 175-B Rte Marie-Victorin Levis, Qc, Canada, G7A 2T3 john.carroll@labriegroup.com P: 1-800 463-6638 x6223 M: (214) 897-6093	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andy LeVasseur Regional Sales Manager 175-B Rte Marie-Victorin Levis, Qc, Canada, G7A 2T3 andrew.levasseur@labriegroup.com M: (920) 312-6124	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Not applicable John and Andy are the main contacts	

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Labrie Environmental Group is a renowned leader in the manufacturing of equipment for the solid waste industry in North America, with a strong presence through its Leach™, Labrie™, and Wittke™ brands. In late 2020, the Labrie Group was acquired by Wynnchurch Capital LLC, headquartered in Illinois, USA. The company operates three major manufacturing facilities, strategically located in Lafayette, GA, USA; Levis, QC, Canada; and San Luis, Mexico (near Yuma, AZ), where it focuses on the production and delivery of Leach™, Labrie™, and Wittke™ collection vehicles for waste refuse.</p> <p>To distribute and support its products, Labrie Group relies on a robust distributor network that spans the United States and Canada. Additionally, the company owns and operates LabriePlus™ Parts &amp; Service support centers in Oshkosh, WI, USA, and Levis, QC, Canada.</p> <p>What sets the Labrie Group apart from its competitors is its commitment to technological innovation and sustainable practices. The company invests heavily in research and development to offer greener, more efficient, smarter, and safer equipment. Labrie Group has earned recognition for its design and manufacture of manual, semi-automated, and fully automated side-loading collection vehicles, including the groundbreaking Expert 2000™, which was launched in 1994. As masters of automation, Labrie is the only manufacturer that engineers and builds its own drop-frame vehicles in-house.</p> <p>In 1999, Labrie Group became the first manufacturer in its industry to obtain ISO 9001-2000 certification, a testament to its commitment to quality and excellence. In 2004, Labrie acquired a dedicated plant for producing automated arms, lifters, and tippers. Two years later, in 2006, the company introduced the Expert 2000, an improved version of its original Expert line, featuring a tapered body and drop frame, which gained significant popularity across North America. That same year, Labrie further expanded its product offerings by acquiring the parts business and assets of Leach™ and Wittke™ from Federal Signal Corporation, adding rear loading and additional front-loading platforms. In October 2006, Labrie Environmental Group unified its brands, Labrie™, Leach™, and Wittke™, under one corporate umbrella.</p> <p>Since then, Labrie Environmental Group has maintained its commitment to innovation and has consistently launched industry-leading products. Beginning in 2020, Labrie has prioritized the centralization of its information systems technologies to further enhance support for its partners and clients. In line with this, the company has successfully introduced several new products that have gained significant recognition in the industry. These include the Alley-Hand arm, the Automizer Pendulum Packer and the EnviroLink - Smarter Collection Technology notably.</p> <p>Looking ahead, The Group has an exciting roadmap of planned innovations that will continue to shape and redefine the solid waste industry in the coming years. Labrie serves a diverse clientele in the waste sector, ranging from small to large private haulers, national waste management service providers, and a wide range of customers that includes hundreds of small towns, counties, major municipalities, and cities. The company has established itself as a trusted partner for these customers. Labrie Group has demonstrated its commitment to innovative and sustainable solutions by being an early adopter of Natural Gas as an alternative fuel, gaining extensive experience with Compressed Natural Gas (CNG) and Liquefied Natural Gas (LNG). In addition to these alternative fuel options, the company has recently expanded its offerings to include electrically motorized Labrie and Leach trucks (EVs), further solidifying its dedication to sustainable transportation solutions.</p> <p>With a robust distributor network that includes dealers, parts, and service centers spanning across Canada and the United States, world-class manufacturing facilities, and strong, dedicated partners, the Labrie Group has firmly established itself as a leader in the essential waste industry. The company is committed to providing innovative solutions and setting industry standards with its renowned products. With a keen awareness of evolving customer needs, Labrie Environmental Group remains well-positioned in the marketplace and ready to expand its operations. In this regard, we eagerly await an award from Sourcwell for our proposal as we seek to strengthen and maintain our successful partnership.</p>	*
11	What are your company's expectations in the event of an award?	Labrie's expectation in the event of an award would be to continue to build on the success of our previous Sourcwell contracts and provide Sourcwell members continued product value in the marketplace.	*
12	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.	As a privately held company our financial statements are not made public. We have attached our audited financials; however, we require the audited statement provided be held confidential. We would welcome any inquiry of our banking resources and will make that contact available. Also, our Levis QC location is free of any encumbrance.	*
13	What is your US market share for the solutions that you are proposing?	Labrie's estimated market share across all platforms (rear loader, front loader, and side loader) in the US is estimated at 25%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Labrie's estimated market share across all platforms (rear loader, front loader, and side loader) in Canada is estimated at 40%	*

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Labrie has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. 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?	Labrie utilizes a skilled and experienced distributor network for sales, support, and service. Currently there are thirty certified Labrie distributors in the USA and Canada. In addition to the certified distributors Labrie also has eight Regional Sales Managers, five Field Service Managers, and two full time demo operators to assist with any Sourcewell members requests.	*
17	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.	Labrie Environmental Group was the first manufacturer to become ISO 9001 certified and conforms to the latest ISO 9001:2015 Certification. The Labrie Group continues to operate to these standards by undergoing re-certification on an annual basis. All of our products are designed and built meeting ANSI Z245.1-2017 standards. Labrie Group is certified as a final stage manufacturer. Other certifications and standards Labrie Group complies with are : Occupational Safety and Health Administration (OSHA) Standards USA Compress natural gas system CNG NFPA 52 Federal Motor Vehicle Safety Standards (FMVSS) Environmental Protection Agency (EPA) Emission Standards Canadian transportation CMVSS Canadian Safety national mark #394 CSA Standard W47.1 Canadian Certification of Companies for Fusion Welding of Steel Canada Compress natural gas system CNG CSA B109	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Labrie has not been involved in any suspension or disbarment.	*



**Table 3A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
19	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Labrie Environmental Group manufactures Labrie side loaders, Wittke front loaders, and Leach rear loaders at manufacturing facilities located in Levis Quebec, LaFayette Georgia, and San Luis Arizona. With endless options and configurations Labrie specialized in custom manufacturing to guarantee the Sourcewell member gets the correct product for their unique application. Our extensive distributor network in the USA and Canada provides local sales, rentals, parts, and service support to assist the Sourcewell members needs.
20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Labrie automated side loaders Wittke front loader Leach rear loaders Manual side loaders Recycling and multicompartment collection vehicles Expert drop frame side loaders Commercial side loaders CNG solutions Electric vehicle solutions Dual Drive / Right Hand drive chassis configurations
21	If your proposal does not include the chassis as a turnkey solution, describe in detail, the process to assist the member to acquire the chassis.	Labrie offers chassis solutions through our stock chassis pool. We collaborate with Freightliner, Mack, Autocar, Peterbilt, and Battle Motors to get Sourcewell members the correct configuration for their applications. In addition to our stock chassis pool our extensive distributor network also secures various chassis for their own distributor stock pools. With the chassis shortages we are currently seeing in the marketplace the above options give the Sourcewell member a advantage for securing equipment in a timely manner.
22	If a hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	Labrie currently offers a full line of products mounted on electric / hybrid chassis.

**Table 3B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments
23	Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Labrie and our distributor network offers Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies to Sourcewell / Canoe members in US and Canada
24	Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered	<input checked="" type="radio"/> Yes <input type="radio"/> No	Labrie and our distributor network offers a wide range of chassis, including diesel, CNG, hybrid or alternative fuel, and electric powered chassis to Sourcewell / Canoe members in the US and Canada through our stock chassis program..
25	Technological, logistical or mechanical accessories designed to increase operator and vehicle safety	<input checked="" type="radio"/> Yes <input type="radio"/> No	Labrie is constantly evaluating and improving our products across all platforms with operator and vehicle safety in mind.
26	Maintenance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Labrie and our distributor network can assist with a members specific maintenance requirement and develop a plan that is tailor fitted to the member.

**Table 4: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Labrie is offering a discount off list price exclusive to Sourcwell member only.

**Table 5: Pricing and Delivery**

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

Line Item	Question	Response *	
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Labrie's pricing model will include line item pricing that includes the Sourcwell member specific discount. Labrie will be providing United States and Canadian Price List to cover its vast Sourcwell members. Both price lists will be uploaded in the documents section in the Sourcwell Portal.	*
29	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.	Labrie will offer Sourcwell Members a 2% discount on all products off current list price.	*
30	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts will be honored and evaluated individually between Labrie and the selling distributor that will be specific to the Sourcwell member as needed.	*
31	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.	Labrie will continue to work with our distributor network and utilize our vast industry relationships to provide the Sourcwell member competitively priced open market options. Chassis provided by Labrie as sourced equipment will be at cost plus 5%. Open market or non standard options will be at cost plus 10%. Examples of these items may include auxiliary axle installations, driveline retarders, member specific nonstandard options.	*
32	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.	Depending on the Sourcwell members need and familiarity with Labrie products some elements not included in to total acquisition cost include operator and service training, pre-delivery inspections, and local freight charges. Depending on the Sourcwell members need and locations these charges would range from \$2,000 - \$4,000.	*
33	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping is included with our price to the Sourcwell member.	*
34	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We regularly deliver product to Alaska , Hawaii, Caribbean islands and other international destinations, in addition to, of course, Canada. There is an added cost due to distance, added handling and ocean freight. There is also detailed timing required in order to be loaded onto ships. We are very familiar with handling all of these added details.	*
35	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer all typical delivery methods (driveaway, flatbed) plus the ability to ship via rail for long range North American shipments.	*

**Table 6: Payment Terms and Financing Options**

Line Item	Question	Response *	
36	Describe your payment terms and accepted payment methods.	Labrie's payment terms are net 30 days. Labrie will accept check, cash, wire, electronic bank transfer as payment methods.	*
37	Describe any leasing or financing options available for use by educational or governmental entities.	If Sourcewell members request leasing or financing options Labrie will recommend NCL Government Capital. In addition to NCL Government capital, our premium distributor network has numerous financing and leasing options from local and regional finance agencies.	*
38	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Labrie will continue to use our custom Sourcewell End User quote and Sourcewell End User invoice once truck is complete. Please see the attached documents. Both the quote and invoice include detailed information on the Sourcewell member name, product offered, product options, price, and terms and conditions.	*
39	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?	Labrie does not accept the P-card payment process at this time due to price of equipment sourced.	*

**Table 7: Audit and Administrative Fee**

Line Item	Question	Response *	
40	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We produce all Sourcewell quotes at the factory so proper pricing is ensured. All Sourcewell quotes have the Sourcewell logo and contract number at the top to identify them so the buying entity can be confident that the pricing, procedure and fees are proper. We have controls in place and system to provide accurate and complete quarterly reporting and payment of fees back to Sourcewell. This process is managed by the Sourcewell contract administrator and also Labrie's Corporate Controller. We feel this process has gone very smoothly over the last eight years we have had the contract.	*
41	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Labrie internally will continue to track Sourcewell contract success in a monthly and quarterly sales review meeting based on previous years contract results. Labrie will also continue to hold quarterly meetings with Sourcewell Account Managers to ensure success of contract.	*
42	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Labrie is proposing a 1.5% administrative fee exclusive of freight, local delivery service, and pre delivery inspection.	*

**Table 8: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
43	Describe any relevant industry awards or recognition that your company has received in the past five years	Labrie Environmental Group was the first manufacturer to become ISO 9001 certified and conforms to the latest ISO 9001:2015 Certification. The Labrie Group continues to operate to these standards by undergoing re-certification on an annual basis. All of our products are designed and built meeting ANSI Z245.1-2017 standards. Labrie is certified as a final stage manufacturer. Other certifications and standards Labrie complies with are: Occupational Safety and Health Administration (OSHA) Standards USA Compress natural gas system CNG NFPA 52 Federal Motor Vehicle Safety Standards (FMVSS) Environmental Protection Agency (EPA) Emission Standards Canadian transportation CMVSS Canadian Safety national mark #394 CSA Standard W47.1 Canadian Certification of Companies for Fusion Welding of Steel Canada Compress natural gas system CNG CSA B109	*
44	What percentage of your sales are to the governmental sector in the past three years	Labrie's percentage of sales to the governmental sector is the past three years is 43%. This percentage has continued to rise over the past few years due to an increased Labrie sales force and also better distributor locations throughout the US and Canada.	*
45	What percentage of your sales are to the education sector in the past three years	Labrie's percentage of sales to the educational sector in the past three years is 1%. Our main educational sector customers include universities and public school systems who still have inhouse refuse and recycling collection.	*
46	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our distribution network currently holds Texas Buyboard Contract, Florida Sheriffs Contract, North Carolina Sheriffs Contract, and the Educational Services Commission of New Jersey Contract. The annual sales volume for the Texas Buyboard contract averages \$2 Million USD a year for a total of \$6 Million USD over the past 3 years. The annual sales volume for the Educational Services Commission on New Jersey Contract averages \$3 Million USD a year for a total of \$9 Million USD over the past 3 years. The annual sales volume for the North Carolina Sheriffs contract averages \$1.5 Million USD a year for a total of \$4.5 Million USD over the past 3 years. The annual sales volume for the Florida Sheriffs contract averages \$4 Million USD a year for a total of \$12 Million USD over the past 3 years.	*
47	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?	Labrie does not currently hold any GSA or SOSA contracts.	*

**Table 9: Top Five Government or Education Customers**

**Line Item 48.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Toronto	Government	ON - Ontario	Labrie Automated Side Loader	60 Total Units	\$8.2 Million Dollars	*
City of Miami Dade County	Government	Florida - FL	Labrie Automated Side Loaders	45 Total Units	\$4.9 Million Dollars	*
City of Washington DC	Government	District of Columbia - DC	Leach Rear Loaders	39 Total Units	\$3.6 Million Dollars	*
City of Tacoma	Government	Washington - WA	Labrie Automated Side Loaders and Wittke Front Loaders	45 Total Units	\$5.1 Million Dollars	*
City of Salt Lake City	Government	Utah - UT	Labrie Automated Side Loaders	43 Total Units	\$5 Million Dollars	*

Table 10: References/Testimonials

Line Item 49. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Miami Dade County, Florida	Danny Diaz Fleet Management Division Director Department of Solid Waste Management	305-541-6691	*
City of Cedar Rapids Iowa	Joy Huber Fleet Services Manager	319-286-5886	*
City of Loveland Colorado	Tyler Bandemer Solid Waste Superintendent	970-962-2000	*
City of Hobart Indiana	Kelly Smith Director of Public Works	219-942-6121	
City of East Chicago Indiana	Jaylan Robinson Fleet Services Manager	219-942-6121	

**Table 11: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *	
50	Sales force.	Labrie's factory sales force consists of 8 experienced Regional Sales Managers and a VP of Sales. The RSMs work remote to cover their geographic area and assist the distributors with all facets of their business with Labrie. Additionally, there are Product Specialists located in the Quebec and Georgia facilities to assist with application and quoting of product. See the uploaded location map.	*
51	Dealer network or other distribution methods.	Labrie's distribution network covers all 50 states and each of the Canadian Provinces, with the exception of Quebec which is covered factory direct. Each distributor has significant sales and service resources dedicated to Labrie. See uploaded map.	*
52	Service force.	Our distribution network invests heavily in parts inventory and in mechanics to service our equipment. Many offer mobile service or truck pick-up. Supporting that network is Labrie factory service team consisting of 6 field-based Field Service Representatives that each support a group of distributors. We also have a factory based tech service group to provide support over the phone. See uploaded map.	*
53	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Quotes for Sourcewell customers are produced internally by Labrie customer service to ensure that the proper pricing and fees are applied. The finished quote is then delivered by the local Labrie Distributor to the Sourcewell customer. Order will then be placed with the local distributor, who will in turn submit it to Labrie customer service for processing. Then the distributor will be responsible for delivering the finished unit.	*
54	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.	Labrie customer service has access to all of the details of the Sourcewell contract and what is required to process those quotes and orders. We will generally turn Sourcewell requests into a delivered quote within 48 hours. Delivered unit times vary with type of equipment but are typically 120 days form receipt of chassis. We also have a factory stocking program that can greatly reduce that time.	*
55	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Labrie feels that Sourcewell is a very valued platform and partner for us to market our products. We think we have proven that over the last 8 years with multiple hundred successful unit deliveries to Sourcewell entities.	*
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are fully willing to work with the Sourcewell/ Canoe platform in Canada. We have created a Canoe specific Canadian price list and our team there is trained and ready. This will be uploaded in the pricing section.	*
57	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Labrie will have full coverage in the US and Canada	*
58	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will fully service all Sourcewell entities. We have full geographic coverage and no restrictions.	*
59	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We deliver units to Hawaii, Alaska and the Caribbean on a regular basis. There are no real restrictions other than added freight cost and logistical timing with ocean traffic. Our logistics group is very familiar with the requirements.	*

**Table 12: Marketing Plan**

Line Item	Question	Response *	
60	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We start with advertising Sourcewell on all 4 of our websites: labriegrup.com, labrietrucks.com, leachtrucks.com and wittketrucks.com. These feature a Sourcewell page with a link out to our page on the Sourcewell site. We display Sourcewell flags and banner at the regional and national shows we participate in annually. Our distributors also display the Sourcewell logo and in some cases our contract number on their literature, web sites and at their own local trade shows. Our Regional Sales Managers train our distributors to promote Sourcewell as they sell and to set up new Sourcewell members.	*
61	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use our sales enablement platform, Showpad, to drive more digital content to our distributors and their customers, including reference to our Sourcewell contract. We rely heavily on our distributors local marketing efforts to expand our reach to the market. They are all trained to promote Sourcewell as part of those efforts.	*
62	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	If our contract is renewed, it will be business as usual for the last eight years. We will continue to successfully promote and utilize the platform. We enjoy the support, training and insight provided by Sourcewell as we move through the process of selling.	*
63	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We go to market exclusively through our distributor network and only offer electronic ordering to them.	*



**Table 13: Value-Added Attributes**

Line Item	Question	Response *	
64	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.	Labrie offers service, operator and maintenance training to all Sourcewell members. Depending on the members exact training requirement this can be performed by our skilled Labrie training department or also the supplying distributor. If this was a Sourcewell customer that is new to the Labrie products this would be a standard training procedure. If the member is a returning customer and familiar with our product training would be optional based on members training needs. The standard training would be at no charge to the member. Optional training would be handled as a "non standard option" and charged accordingly to the members specific training requirements.	*
65	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	Service and operator safety has always been a focus at Labrie. On our Wittke Front Loader and Labrie Side Loader products we have designed our products with safety in mind. One example includes the arm and body valve section being located on the side of the body to ensure the service technician is on ground level and out of traffics way for any repairs. Many of our competitors have this valve section located between the body and chassis which is very dangerous for the service technician. From an operators standpoint our products are all ergonomically designed and well labeled for operator confidence.	
66	Describe how the equipment you propose simplifies the operation for end-users.	Labrie products are turn key to the end user once they take delivery of our product. These products are immediately ready for route when delivered. All products are designed and manufactured with the operator in mind for safe and efficient operation. We offer the Sourcewell member a product that can be manufactured exactly to their needs on various chassis platforms that include electric, compressed natural gas, and also diesel.	
67	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	Operator and mechanic safety continues to be a focus at Labrie when manufacturing our products. Our exclusive Envirolink Multiplex system allows communication of cameras and monitors, diagnostic tools, safety interlocks, alerts, gps tracking, for a smart collection package. This system provides the mechanic and operator all performance and troubleshooting data at the touch of a button and staying out of harms way. Proximity switches and warning decals continue to be a manufacturing standard as well.	
68	Describe any technological advances that your proposed products or services offer.	Technological advances also tie back into our proprietary Envirolink Multiplex system. A few features this system provides is onboard scale system infrastructure, collision detection systems, and gps capabilities. These features all create a smarter and more efficient product in the field.	*
69	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	All factories utilize waste, steel and cardboard recycling programs. Recent project transitioned all paint to the electrostatic paint process that has reduced the amount of paint used by 28%. This process has also reduced our VOC content by 12%	*
70	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ISO 9001 Certified Factory	*
71	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Labrie currently doesn't hold any WMBE, SBE, or veteran owned certifications.	*
72	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?	Labrie is proud to work with the most expansive and knowledgeable distributor network in the United States and Canada. Along with Labrie these distributor networks create local support to the Sourcewell member for all things parts, service and warranty. Labrie continues to invest heavily internally. With three manufacturing facilities and world class engineering we continue to provide Sourcewell members solutions that exceed expectations and remain a top refuse manufacturer in the industry.	*

**Table 14: Warranty**

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

Line Item	Question	Response *	
73	Do your warranties cover all products, parts, and labor?	In general, yes. Please refer to the attached warranty policy and procedure.	*
74	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. Please refer to the attached warranty policy and procedure.	*
75	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This is not typical. This expense is usually handled by our distributor.	*
76	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have very solid service coverage for the US and Canada. In the event there is a rare exception we support the customer performing the repair or we will support the repair from the factory.	*
77	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?	No, we will provide warranty coverage for our manufactured product only (Labrie, Leach and Wittke product). Our distributors will support warranty on other quoted products supplied by them.	*
78	What are your proposed exchange and return programs and policies?	Please refer to the attached warranty policy and procedure.	*
79	Describe any service contract options for the items included in your proposal.	Service contracts would be provided and performed as an option by our local distributor.	*

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract 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 Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> 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](#) - Pricing (zipped) Folder.zip - Wednesday October 25, 2023 13:15:30
- [Financial Strength and Stability](#) - LEG Purchaser Inc. and Subsidiaries-2022-FS096817 13 march 2023.pdf - Wednesday October 25, 2023 13:16:51
- [Marketing Plan/Samples](#) - Marketing Plan and Samples.zip - Wednesday October 25, 2023 13:20:00
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Zipped Folder.zip - Wednesday October 25, 2023 13:23:42
- [Standard Transaction Document Samples](#) - Transaction Documents(zipped) Folder.zip - Wednesday October 25, 2023 13:24:27
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Additional Bid Documents Compressed (zipped) Folder.zip - Wednesday October 25, 2023 13:24:53

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Andrew LeVasseur, Regional Sales Manager, Labrie Enviroquip Group

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		