

Contract Award
RFP 112014 #

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES
In compliance with the Request for Proposal (RFP) for MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Labrie Enviroquip Group Date: November 14th 2014

Company Address: 175 Route du Pont

City: St-Nicolas State: QC Country: Canada Zip: G7A 2T3

Contact Person: Philippe L'Espérance Title: Accounting Director

Authorized Signature (ink only):  Philippe L'Espérance
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 112014 # MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

Labrie Enviroquip Group

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be December 16, 2014 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

[Handwritten signature of Dr. Chad Coanette]

NJPA Executive Director

Dr. Chad Coanette

(Name printed or typed)

Awarded this 16th day of December, 2014 NJPA Contract Number 112014-LEG

NJPA Authorized signature:

[Handwritten signature of Scott Veronen]

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this 16th day of December, 2014 NJPA Contract Number 112014-LEG

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Labrie Enviroquip Group

Vendor Authorized signature:

[Handwritten signature of Philippe L'Espérance]

Philippe L'Espérance

(Name printed or typed)

Title: Accounting Director

Executed this 18 day of December, 2014 NJPA Contract Number 112014-LEG

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

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

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

Company Name: Labrie Enviroquip Group

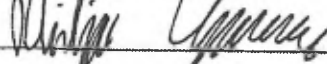
Contact Person for Questions: Victor "Skip Berg skip.berg@labriegrup.com
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 175 route du Pont

City/State/Zip: St-Nicolas, QC, Canada

Telephone Number: 418-831-8250 Fax Number: 418-831-5255

E-mail Address: Sales@labriegrup.com

Authorized Signature: 

Authorized Name (typed): Philippe L'Espérance

Title: Accounting Director

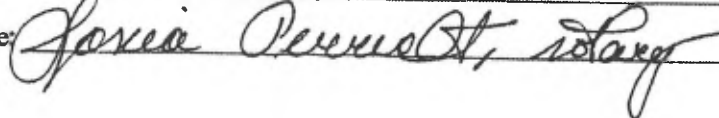
Date: November 14th 2014

Notarized

Subscribed and sworn to before me this 14th day of November, 2014

Notary Public in and for the County of Levis State of Quebec

My commission expires: NEVER

Signature: 



PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: Labrie Enviroquip

Questionnaire completed by: Victor "Skip" Berg, National Sales Manager/Director of Sales

Payment Terms and Financing Options

- 1) Identify your payment terms if applicable. (Net 30, etc.) Net 30. Purchased chassis (Open Market Item) require payment for release of MSO (Title) Pricing is in US Dollars. Special terms may apply to Canadian sourced chassis, as the exchange rate and manufacturer's pricing fluctuate.
- 2) Identify any applicable leasing or other financing options as defined herein. Sample Lease documents attached. Leasing provided by TCF Equipment Finance, Div. of TCF National Bank, Minnetonka, MN. We have no connection with this entity, but they have proven to be professional and effective in the municipal leasing arena.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
 - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will he Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network? Local dealer will request detailed quotation from NJPA Service Desk at Labrie, which assures the quotation is within the terms of the NJPA Contract and the request is from our dealer of record. NJPA Member issues a PO to that dealer who issues an order to Labrie. Order Confirmation back to the dealer with estimated delivery charges and timeframe – as well as weight distribution if requested.
- 4) Do you accept the P-card procurement and payment process? P-card not accepted at this time

Warranty

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure. See attached warranty documents
- 6) Do all warranties cover all products/equipment parts and labor? See attached warranty documents
- 7) Do warranties impose usage limit restrictions? Yes
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs? No, however this is generally covered by the local servicing dealer.
- 9) Please list any other limitations or circumstances that would not be covered under your warranty. See attached
- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair? We allow users who are not convenient to an authorized dealer to perform warranty service as required with prior approval. Areas not covered may have access to direct aid from Labrie Plus, depending on the circumstance.

Equipment/Product/Services, Pricing, and Delivery

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal. Following please find a listing of the various platforms and sizes of Mobile Refuse Collections Bodies offered by Labrie Enviroquip to NJPA members and are listed in the attached Pricing Catalog. In the event of an award to Labrie, a presentable catalog will be developed that can show the various platforms and detail the particular sizes and options. The pricing catalog enclosed is the working model, accurate as to price and the variety of units offered.

Leach – 2RIII – Rear Loader Body – Sizes 20, 25, 29 and 32 cu. Yds. This is the workhorse of the Leach family, known for its durability and packing capability. Available with numerous container handling and tipper attachments.

Leach – Alpha 2R – Rear Loader – Sizes 14,16,18,20, 25 and 29. This is the little brother of the 2RIII, made for lighter duty, less commercial applications, and still with the legacy of Leach quality. Similar container and tipper options apply to the Alpha.

Wittke – The Front Loader platform from Labrie Enviroquip, Wittke has a long tradition as an adaptable design allowing for various styles and sizes. The Starlight model is offered in sizes 32, 34, 36, 38, 40, 42 and 44 yards. The Super Duty is 38, 40, 42 or 44 Cubic Yards. The Wittke Original unit is offered in 40 cu. Yd. These different models and sizes allow the user to pick the unit that fits the local requirements for payload, wheelbase, axle configuration, etc.

Top Select – The Top Select Recycler is the best known “over the top” collection body for multi-stream recycling collection. Still popular in regions where single stream is not practical, this unit is available in all these sizes: 30, 34, 38, 39, 42, 45, 46 and 48 cubic yards – in both single and dual side hoppers – and single or tandem axle chassis. We even have a “Maximizer” panel that can optimize the load. Up to six internal panels allow for a maximum of seven separate commodities. Where the collection of recycling calls for source separated material, the Top Select is the choice.

The Sprinter and the Impac units are Side Load Container Handling bodies are popular in certain regions. Not as well known as the Front Loader design, this configuration has its proponents – and remains a useful addition to the NJPA offering. The Sprinter is 24, 26, 27, 28, 30, 32 or 35 Cubic Yards. The Impac is 20, 25, 30 or 33.

The MiniMax is Labrie’s little Giant. Available in 10, 12 or 14 cubic yards, it is a powerful side loading packer that is meant for special circumstances like very tight urban environments, cottage communities, parks or beaches and other unique route situations. It can be mounted on lighter chassis for recycling applications and even Four Wheel Drive trucks for beaches or mountain fire roads.

Known for its prowess with Automated Side Loaders, Labrie has a family of platforms that can meet every need. If we don’t already make it, there is a good chance we are working on it. The platforms included in the NJPA offering are as follows:

Automizer Right Hand is a straight frame side loader available as a “tip to dump” in 20, 22, 24, 27, 29, 31, 33, 35 or 37 cubic yards. As a Full Eject unit it is 19, 21, 23, 26, 28, 30 or 32 yds. The Right Hand is a proven arm design that comes in several configurations. We can mount that arm on the Pendulum Packer body and it is the AGR – in 20, 23, 27 and 30 yards. This is an excellent choice for food waste routes and areas with wheelbase and axle loading concerns.

And finally, we include the Expert 2000 in all its variations. Built on a drop frame chassis (that can be done in house by Labrie), it is a side loader for manual, semi and full automated collection. We can split the body in a number of ways, equip it with dual sided Helping Hand arms or special glass compartments. The variations and options are too numerous to list. The sizes are 15, 17, 20, 22, 24, 26, 27, 29, 31, 33, 35 or 37 cubic yards. The Helping Hand has extended reach capacity and the unit can be hand loaded or by cart tipper. For a transition unit from traditional rear load manual collection, the Expert Helping Hand has no peer.

Most of these units can be mounted on CNG chassis – and Labrie has designed some of the most innovative packages available. We can accommodate chassis modifications, tag axle installs, cab conversions and a myriad of after market options like scales and RFID readers. Camera packages are almost always included.

We maintain excellent relationships with the chassis manufacturers, often helping to design the ergonomic packages for cab controls and cab/body interfaces. As a supplier of chassis under the Sourced Equipment provisions of the contract, we feel we can provide competitive pricing and excellent specification control.

- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount). The pricing model is a set discount from a published catalog price. Further discounts for quantity will be offered, and the dealer may further reduce the price due to local circumstances. We understand that the published NJPA catalog is a ceiling price
- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list. The standard NJPA discount is 2%. An additional volume discount of another 2% is offered for order of 5 or more identical units. These discounts apply to the Labrie catalog products and not chassis or open market/sourced items.
- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed. See answer to #13. See column labeled CODE in the catalog. Each item in the catalog has a CODE associated with it, including the various body sizes, mounting, paint, cab conversions, frame modifications and other options.
- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options"). We propose that the local dealer, in conjunction with the NJPA member, identify the open market item required to complete the offering. All due diligence is exercised to obtain a competitive price and delivery. Any chassis provided as Sourced Equipment will be cost plus 5% handling. Any other Sourced Equipment (Telma Retarders, Special Steerable Tag Axles, etc.) or Non Standard Options will be cost plus 10%. Documentation as to the method and cost obtained, as well as the source, will be provided as part of the quotation to the NJPA .
- 16) Describe your NJPA customer volume rebate programs, as applicable. See answer to #13. Particularly large volume orders will be subject to negotiation with Labrie and servicing dealer
- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer. We propose to add a flat fee of \$1,500 for any unit that requires local PDI and local delivery – payable to the servicing dealer. Freight would also be additional unless the unit is picked up at our facility by the member or an agent – such as might happen if a local Quebec or Ontario member wanted to receive the unit directly.
- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program. Currently, Drive-away freight is charged at \$3 per mile plus any fuel surcharge from our facilities to indicated destination. A quotation is obtained as shipping approaches and the freight is added to the invoice.
- 19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.
Prices offered in this proposal are:
- a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
 - b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
 - c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
 - d. Other; please describe. This level of pricing and visibility has not been previously offered to any cooperative procurement program. Other programs have not required the range of product and options – or the ability to provide Sourced Equipment. Also the potential savings through volume purchase or local adjustments is unique with NJPA.
- 20) Do you offer quantity or volume discounts?
 YES NO Outline guidelines and program. See #13.
- 21) Describe in detail your proposed exchange and return program(s) and policy(s). N/A
- 22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services Typically, we arrange and charge for freight to the nearest appropriate port, where the end user will receive the unit and arrange for shipment. If required, we can be further involved with container shipment or decking.
- 23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible. Besides our regular ISO audits, we plan to identify a separate NJPA Service Desk which will review all quotation requests, orders, shipments and administrative fee payments. This will be available for NJPA review at any time

Industry Specific Items

- 24) Do you hold any industry specific certifications such as ISO? **Yes – ISO9001**
- 25) Are any of your facilities LEED certified? **No**
- 26) Are you a single source provider of equipment, parts, and service? **Certain products are unique and even patented, such as the dual-sided Helping Hand Expert Side Loader or any of the Pendulum Packer units like the Alleygator or the AGR**
- 27) What is your US market share for the solutions you are proposing in this response? **Our market share varies by product platform. In the drop-frame market we are over 50% and for dual units near 100%. For Top Loading Recycling Bodies, a diminishing product line, we are over 50%.**
- 28) What is your Canadian market share for the solutions you are proposing in this response? **Also varies by platform, but across the board, we a market leader in Canada. In the drop frame side loader market, we are above 70%.**
- 29) Is your warranty program handled direct, or does it require a pass through to another manufacturer? **Direct**
- 30) For how many years have the models you are proposing in this response been available in the marketplace? **Varies by platform from minimum of 3 years to well over two decades.**
- 31) What is your parts order fill rate? **For the top 1000 service parts, we fill at 99.5%. For “one of” orders, our rate is 87%.**
- 32) Do you provide preventative maintenance programs for the solutions you are proposing in this response? **Yes, through local dealers on a case by case basis**
- 33) Do you provide alternative fuel solutions in this response? **Labrie has provided CNG solutions for many years, going back to the start in California with the Air Review Boards. Recently, we have developed our own systems – including unique housing designs – that range up to 100 DGE. Pricing for CNG is listed in the catalog. We have also done LNG system and several type of Hybrid offerings like the Parker E3 or Effenco units.**

Signature: _____ Date: _____

Form C

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



Company Name: Labrie Enviroquip Group

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

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

Proposer's Signature: *Philip Labrie*

Date: 14 November 2014

