

**MASTER AGREEMENT #050625****CATEGORY: Roadway Maintenance Equipment****SUPPLIER: Falcon Road Maintenance Equipment, LLC dba Falcon Equipment Holdings, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Falcon Road Maintenance Equipment, LLC dba Falcon Equipment Holdings, LLC, 2600 W. Salzburg, Freeland, MI 48623 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:  
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 7, 2029, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #050625 to Participating Entities. In Scope solutions include:
  - a. Asphalt recyclers and reclaimers, hot boxes;
  - b. Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters;
  - c. Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment; and,
  - d. Pavement marking application and removal equipment.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
  - i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

xiii) **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.

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

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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



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

**Article 2:  
Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be



deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) 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.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

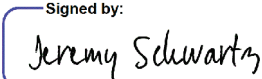
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcwell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcwell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcwell

Falcon Road Maintenance Equipment, LLC  
dba Falcon Equipment Holdings, LLC

Signed by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/1/2025 | 1:59 PM CDT

Signed by:  
  
9E0DD298FB0D409...  
By: \_\_\_\_\_  
Trish Bell  
Title: Sales Coordinator  
Date: 7/1/2025 | 12:53 PM CDT

# RFP 050625 - Roadway Maintenance Equipment

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## Vendor Details

Company Name: Falcon Equipment Holdings, LLC

Does your company conduct business under any other name? If yes, please state: Falcon Road Maintenance Equipment, LLC

Address: 2600 W Salzburg  
Freeland, MI 48623

Contact: Trish Bell

Email: trish@falconrme.com

Phone: 248-860-6064

HST#: 47-2654196

## Submission Details

Created On: Tuesday March 18, 2025 09:04:57

Submitted On: Monday May 05, 2025 11:52:32

Submitted By: Trish Bell

Email: trish@falconrme.com

Transaction #: a0ad40cf-de09-4d6c-bb7e-6f4381ddec16

Submitter's IP Address: 147.243.208.234

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

**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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Falcon Road Maintenance Equipment, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Falcon Equipment Holdings, LLC	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	650A3	*
5	Provide your NAICS code applicable to Solutions proposed.	333120	*
6	Proposer Physical Address:	2600 W Salzburg Freeland, MI 48623	*
7	Proposer website address (or addresses):	www.falconrme.com	*
8	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):	Trish Bell - Sales Coordinator 2600 W Salzburg Freeland, MI 48623 Trish@falconrme.com 248-860-6064	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Trish Bell - Sales Coordinator 2600 W Salzburg Freeland, MI 48623 Trish@falconrme.com 248-860-6064	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ric Simon - Vice President of Sales and Marketing 2600 W Salzburg Freeland, MI 48623 Ric@falconrme.com 248-207-1783	*

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Falcon was incorporated in 2004. The Company was founded by Mike Groulx who brought an extensive background in design, engineering, and production of asphalt hot boxes to the organization. Since inception, Falcon has been committed to our mission of designing and building the highest quality asphalt hot boxes and tack distributors possible while providing our dealer partners and our municipal customers with outstanding after sale support. We pride ourselves on being an organization focused on continuous innovation and we are committed to complete customer satisfaction throughout the lifespan of our products. Care for our Falcon customers and associates, care for safety, and care for the environment are also hallmarks of Falcon Road Maintenance that are evident in everything we do. Falcon intends to continue to seek opportunities to expand our product offerings to governmental agencies through organic growth or acquisitions to fill our customers' pavement rehabilitation needs.	*
12	What are your company's expectations in the event of an award?	Recognizing Sourcewell as the preeminent cooperative purchasing contract, if awarded, the following are our expectations: - We expect a significant portion of our governmental sales (85 %+ of our total sales) to be sold through the Sourcewell contract. - We will immediately educate our dealer network on the benefits of the contract and how to properly promote and administer it. - We will educate government entities on the value and benefits of utilizing the Sourcewell purchasing contract. - We will immediately promote and market our specific products to governmental entities throughout the United States, Canada, and U.S. territories. - We expect to grow our sales by increased exposure to the governmental market and provide pavement maintenance products that are in demand by Sourcewell eligible agencies. - We expect to be a good steward of the Sourcewell contract, consistently promoting it at national and local trade shows, dealer open houses, seminars, and other customer gatherings. - We expect to properly monitor use of the contract and accurately report our sales within the parameters outlined in the contract. - We expect to participate in H2O and other Sourcewell-sanctioned events. - We expect to be a great partner.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	The financial strength of Falcon Road Maintenance Equipment is very good. We have experienced steady growth over the years, which led to the opening of our new state-of-the-art manufacturing facility in 2019. Our municipal sales growth, and thus our financial strength, is projected to continue to climb. Cooperative sales are expected to contribute significantly to our financial growth in the coming years. See our financial outlook enclosed (Financial Strength and Stability attachment).	*
14	What is your US market share for the Solutions that you are proposing?	The hot box industry does not report sales through AEM so it is difficult to accurately report market share. However, based upon input from our vendor who supplies burners for the entire industry of hot box manufacturers, we consume well over 50% of the market for burners. Based on this information, and field surveys of the municipal customer market, we are confident that we are the industry leaders with over 60% US market share. We have consistently sold 300-400 trailer-mounted asphalt hot boxes per year for the past 12 years. Over 85% of these machines were sold to governmental agencies. Many were purchased through NJPA or Sourcewell contracts held from 2010 thru 2023. We are confident, with our recent introduction of dedicated patch trucks (late 2024), that these numbers will continue to grow.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Our Canadian market share is in line with our US share. Based on input from TSSA, a Canadian government entity that provides certification for machines with diesel burners. They have reported to us that we are the leader of hot box sales in Canada with a 55% share.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Falcon does not have any current or completed bankruptcy proceedings.	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>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?</p> <p>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?</p>	<p>b.) Manufacturer</p> <p>Falcon Road Maintenance Equipment, LLC is the manufacturer of all Falcon hot box trailers, slip-in, truck-mounted, hooklift, and Patch trucks. We are dedicated to maintaining strong relationships with our dealer partners and our internal sales and service teams.</p> <p>Our Internal sales team (direct Falcon employees) consists of 10 employees: 6 Regional Managers, 1 sales administrator, 1 Vice President of Sales and Marketing, and 2 marketing personnel. Our internal service force consists of 5 product support employees responsible for parts and service after-market customer support. These individuals are employees of Falcon Road Maintenance Equipment, LLC, who undergo comprehensive training and work closely with our dealer network.</p> <p>We sell through a dealer network that consists of 30 Dealers who cover 50 states as well as Canada. These dealer/distributors include a total of 211 Sales Representatives and 402 Service Technicians who are employees of our dealer/distributor network. We carefully select dealers that are committed to supporting our methodology, products, and high standards.</p>	*
18	<p>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.</p>	<p>We hold the following certifications:</p> <ul style="list-style-type: none"> <li>- Association of Equipment Manufacturers - This is not required but the association allows relationship building and interaction with peers in the equipment manufacturing industry.</li> <li>- North American Trailer Manufacturers – This is not required but has been a valuable resource for Falcon regarding production of our trailers.</li> <li>- Federal Motor Vehicle Safety Standards – We are regulated by FMVS standards because we produce titled vehicles.</li> <li>- Technical Safety and Standards Authority (Canada) – We are not required to, but meet these standards, and our dealer in Ontario has each machine certified by TSSA prior to delivery.</li> <li>- National Emission Standards for Hazardous Air Pollutants – We are required by the Department of Natural Resources (DNR) to record monthly the emissions that our manufacturing facility expels into the air. We meet the NES standards.</li> <li>- OSHA – We meet the required standards of this regulatory agency.</li> <li>- MIOSHA (Michigan) – We meet the required standards of this regulatory agency.</li> </ul>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Falcon Road Maintenance Equipment Company, LLC does not have any current or past debarments or suspensions.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>We have held the following awards/recognitions over the past 5 years:</p> <ul style="list-style-type: none"> <li>- Special Tribute from the State of Michigan</li> <li>- Brick Award from the Bay Area Chamber of Commerce</li> <li>- Recognition from Bay Future Inc.</li> <li>- Excellence in Safety Certificate from Great Lakes Safety Training Center</li> <li>- APWA downriver chapter member</li> <li>- Horizon Interactive Awards Gold Winner - Promotion product of service video</li> <li>- Nominated for Business Growth from Mid Michigan Manufacturing Association.</li> <li>- Recognition from Great Lakes Safety.</li> <li>- PCA certification of appreciation.</li> <li>- Pavement Maintenance Magazine: Product of the year award</li> </ul>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>88% of our sales are to the governmental sector. During the past three (3) years, we have sold 980 Falcon machines to governmental agencies (Additional document_Page 6).</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>Less than 5% are sold to the education sector.</p>	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Falcon was awarded the NASPO contract during Q4 of 2023</p> <p>-2024 sales \$780,176</p> <p>Falcon held the Sourcewell contract from 2017 through Q4 of 2023</p> <p>-2022 \$2,991,034</p> <p>-2023 \$4,056,409</p> <p>-2024 \$498,827 This represents carry-over business for orders placed in 2023 before the expiration of our contract that shipped in Q1 2024</p> <p>Falcon was awarded the Buyboard contract during Q3 2023</p> <p>-2024 \$518,997</p> <p>Falcon was awarded the PCA contract during Q3 of 2023</p> <p>-2023 \$76,492</p> <p>-2024 \$839,038</p> <p>Falcon has held the Minnesota State Contract for many years</p> <p>-2022 \$239,367</p> <p>-2023 \$687,795</p> <p>-2024 \$951,228</p> <p>Falcon has held the MiDeal State contract for many years</p> <p>-2022 \$448,781</p> <p>-2023 \$1,041,556</p> <p>-2024 \$937,010</p> <p>Based on our experience, we find Sourcewell to be the easiest and most widely accepted cooperative purchasing agreement of its kind. Our intent if we are awarded a contract, is to utilize Sourcewell for as many contract sales as possible.</p>	*
24	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?	Falcon does not currently hold any GSA or SOSA's.	*

## Table 2B: References/Testimonials

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
New York State Department of Transportation	James Heintz	716-649-5568	*
Rockland County Highway Department	Rick Calderone	845-222-7277	*
City of Hamilton, Ontario	Blair Fisher	289-260-6532	*

## Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *	
26	Sales force.	Falcon directly employs a sales team of 10 fulltime employees. This team includes 6 regional managers, 2 marketing directors, 1 sales coordinator, and 1 vice president of sales and marketing. Every member of this team receives consistent training and engages with our dealer network. These enhanced relationships allow us to deliver tailored solutions to our customers.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Falcon products are sold and serviced by our authorized dealer network throughout the United States and Canada, consisting of 30 dealers with 92 locations covering all 50 states. All Falcon dealers pass a rigorous vetting process to become a Falcon dealer. We look at market presence, company culture, complimentary product lines, ability to sell and provide service support to governmental prospects, sales force, product support team, and financial viability. We are very proud of the Falcon dealer network and confident in its ability to promote and grow the sales and support of our products to governmental agencies throughout the United States and Canada. Attached is a map of our Falcon dealer network covering the United States and Canada. (Additional document_Page 1)	*
28	Service force.	Although Falcon has an internal service team, service is primarily handled by our dealer network. This includes a dealer network that covers all 50 states and Canada with a team of over 402 field service technicians throughout 92 locations. All dealer service technicians are trained and supported by Falcon employees. With a service team this large and expansive it significantly reduces downtime and enhances the customer experience.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Falcon works with a dealer network of over 30 dealer/distributors that cover all 50 states. Although the majority of sales are done directly with our dealer network, Sourcewell members can obtain quotes, send purchase orders, and get invoiced through our dealer network or Falcon direct. The process, in most cases, is as follows: Order submission: The dealer/Falcon will receive the purchase order from the Sourcewell member and follow up with an order acknowledgement. Order process: Falcon will confirm the correct pricing was utilized and turn the order over to our build team. Manufacturing process: Falcon will build the unit, inspect, and green tag the machine to prepare for shipment to the dealer. Shipment: Falcon will ship to dealer (or in some cases direct to the customer) and the dealer will then set up a delivery with in-service training for operators, mechanics, and supervisors. Invoicing: The dealer/Falcon will invoice the Sourcewell member. Reporting: Falcon will report each Sourcewell sale quarterly and pay the admin fee. We have an in-house contract specialist available to assist our dealers or end-users with anything contract related.	*
30	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.	Although Falcon has an internal service team, service is primarily handled by our dealer network. This includes a dealer network that covers all 50 states including Canada with a team of over 402 field service technicians throughout 92 locations. Falcon's fully staffed product support team assists authorized dealers and customers. Direct service calls to our parts and customer support departments are answered or returned the same day, without exception. Our Falcon experienced and knowledgeable product support team is available weekdays from 7am to 7pm. The Falcon hotline is available after hours or on weekends for emergency calls. The same is true for our dealer partners. The Falcon product support team works in harmony with the sales and product support staffs of our dealer network. We provide any troubleshooting and product expertise to our dealers to support their day-to-day commitment to the customer.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Falcon and our dealer network are highly committed to partnering with Sourcewell and providing top-notch pavement rehabilitation equipment and support to Sourcewell members. Our proven track record with governmental agencies and familiarity with Sourcewell contracts certainly position us well for this collaboration.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Falcon and our dealer network are highly committed to partnering with Sourcewell and providing top-notch pavement rehabilitation equipment and support to Sourcewell/Canoe members. Our proven track record with governmental agencies and familiarity with Sourcewell contracts certainly position us well for this collaboration within Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We serve all geographic areas throughout the United States and Canada without exception.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All account types for all Sourcewell participating entities will have full access to any and all Falcon solutions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions would apply to participating Sourcewell entities in Hawaii, Alaska, or US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we will extend the terms of an award to non-profit entities.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We will market this contract in a variety of ways, across multiple channels. The goal will be to educate our market on the benefits of the Sourcewell contract and how to become a member. We will also provide information on what products are available from Falcon under the contract. Falcon will accomplish this through a comprehensive marketing strategy, including a timeline (Marketing Plan/Samples Attachment), outlined below:</p> <ul style="list-style-type: none"> <li>- Announcement to the Falcon dealer network, including dealer principals and all sales teams.</li> <li>- Direct email announcement to all of Falcon's governmental contacts (Marketing Plan/Samples attachment). Corresponding social media announcement on LinkedIn and Facebook.</li> <li>- Section on our website homepage announcing Falcon's contract award with a link to our Sourcewell page.</li> <li>- Creation of a dedicated Sourcewell page on the website that includes all relevant information and links to our contract (Marketing Plan/Samples attachment). All Sourcewell email campaigns and social posts will link to this page.</li> <li>- Google and Bing Ad campaigns expanded to include Sourcewell.</li> <li>- Creation of new Sourcewell literature (Marketing Plan/Samples attachment).</li> <li>- Sourcewell banner will be included on our email campaigns that go out to individual states each week.</li> <li>- Sourcewell will be brand-identified on digital, print ads, and literature if we receive an award.</li> <li>- Paid Linked-In campaigns launched every month (Marketing Plan/Samples attachment). Purchasing through Sourcewell will be a major topic, as we can target governmental job titles.</li> <li>- Attendance at National and Local Trade shows, where we promote the Sourcewell contract. PWX, APWA Snow &amp; Ice, Pave-X, World of Asphalt, Conexpo, DPW Summit, AORS. Falcon and our dealers participate in several local APWA, County Road Association, and Dealer Open Houses across the country annually. Sourcewell will be promoted at each of these trade shows. Sourcewell personnel (Kelly McCallister, Jed Klien, and others) who attend national and local trade shows can attest to our active participation and presence at these events.</li> </ul>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Falcon utilizes technology and data to guide us in evaluating and improving our marketing efforts. Below is a summary of how Falcon uses technology and data metrics:</p> <ul style="list-style-type: none"> <li>- Falcon monitors open rate, Click Through Rate (specifically unique CTR), and bounce rate on all of our email campaigns. This allows us to quickly make adjustments to improve our messaging. Additionally, we A/B test subject lines and content to determine what best fits our audience in different geographical locations.</li> <li>- On our paid social campaigns, we monitor different metrics based on the type of campaign. For a video campaign, we are focusing on awareness and interest so we are monitoring overall video views and average length of view. For article/document campaigns or image campaigns we are focusing on CTR and website impressions generated from the campaign.</li> <li>- Falcon has completed an SEO (Search Engine Optimization) overhaul over the last 5 years and continues to monitor our ratings regularly with our Marketing agency partner, Webstrategies. With the help of Webstrategies, Falcon completes 2 yearly website audits, which allow us to create a targeted content plan that results from continuous SEO improvement.</li> <li>- On the Falcon website, Falcon monitors scroll depth to determine how far down a specific webpage our customers view. This allows us to properly place forms and other CTA's (Call to Action) in the most optimal locations. If awarded the Sourcewell contract, Falcon would utilize this same information to ensure Sourcewell logos and information were placed properly.</li> <li>- Falcon utilizes a Customer Relationship Management system called Monday CRM to track our sales pipeline. This allows us to manage all marketing leads and calculate lead generation from each direct marketing channel as well as calculate accurate ROI.</li> <li>- Falcon has an IP targeting software installed on our website that allows us to track what entities visit our websites and their behaviors on the website. This allows us to provide leads to our sales representatives and allows us to gain further insight into customers who arrive on the site directly from an ad.</li> </ul>



39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>In our view, the primary role of Sourcewell in promoting an agreement arising from this RFP is to give a purchasing vehicle to Government entities that will provide access to national buying power by utilizing cooperative purchasing. Making Sourcewell contracts available to local communities saves time and money by streamlining the procurement process. Government entities can keep taxpayer money in their community by utilizing Sourcewell contracts to buy equipment and services from local dealers/contract holders. Another key role of Sourcewell is providing a path to procurement that satisfies the bid requirement. We see the role of Sourcewell is to provide the mechanism and the legal aspects of cooperative purchasing through a broad variety of contracts, and Falcon's responsibility is to promote our specific contract to all eligible entities. We expect Sourcewell to continue to expand their presence by attending National Governmental shows and continue to provide its Suppliers with a marketing platform.</p> <p>Our first and most important task will be the continuation of education to our direct Falcon sales staff and our dealer network on the benefits and ease-of-use with Sourcewell. This will be accomplished through comprehensive sales training:</p> <ul style="list-style-type: none"> <li>- Falcon provides periodic sales training to all of our dealer sales staff. Significant focus would be given to Sourcewell during this training.</li> <li>- All Falcon sales representatives are trained to ask each customer about their purchase process. These questions include: How do you plan to purchase? Are you familiar with contract purchasing? Are you familiar with Sourcewell?</li> <li>- We recommend that our dealers research whether or not a customer is a Sourcewell member before providing a quote. We ask that if they are a Sourcewell member, to include their member number on the quote.</li> </ul> <p>We will provide our sales staff with tools to help educate customers and promote the Sourcewell contract that include but are not limited to:</p> <ul style="list-style-type: none"> <li>- Utilization of a Sourcewell specific video produced by Falcon</li> <li>- Sourcewell specific literature to explain the benefits of utilizing the contract</li> <li>- Sourcewell documents available on the Sourcewell website</li> <li>- Trade show material that includes machine magnets, flags, literature, and banners.</li> </ul>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not currently utilize an e-procurement ordering system. Falcon offers highly customizable machines in multiple sizes and configurations. As a result, it is much more conducive for customers to work directly with a licensed Falcon representative or dealer for both machine and parts sales.	*

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *	
41	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.	<p>With the delivery of every Falcon hot box, training is standard and included free of charge. Training sessions are set up to include operators, mechanics, and supervisors. An in-depth classroom setting training takes place to review the manual and safety components. After classroom training, a walkaround is performed. The walk around session is hands on with both operators and mechanics to go over all aspects of the unit. This training usually takes place within 10 days of delivery - or when the end users time permits. This initial training can last up to 4 hours. Depending on the territory, the training is either provided by our dealer, or Falcon directly. In addition to the initial training at POS, Falcon and its dealers also offer "refresher" courses at no charge. This may be offered if the end user has a new crew, new mechanics, or if we have noticed some service issues that may be user-related. Lastly, Falcon and its dealers have an in-depth video library (Additional Document_Page 5) to help with operation and troubleshooting for both operators and mechanics. When a Falcon customer hires new operators or mechanics, online training modules are available for machine orientation and familiarization. To assist with machine maintenance, every Falcon manual lists helpful tips for suggested inspections, service, and preparation to be performed throughout the life of the Falcon unit.</p>	*
42	Describe in detail your 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.	<p>Falcon offers participating Sourcewell entities the strongest warranties of any of our competitors. Our standard warranty, at no additional charge to the customer, consists of the following:</p> <ul style="list-style-type: none"> <li>- Two (2) year complete machine warranty covering parts and labor.</li> <li>- Lifetime frame warranty.</li> <li>- 5-year maintenance-free combustion chamber guarantee.</li> </ul> <p>Additionally, extended warranties are available for purchase. Falcon warranty coverage is straightforward as seen by the attached warranty documents. All warranty registration and claims procedures are administered by the selling/servicing authorized Falcon dealer, making the process seamless and easy for the participating Sourcewell entity. Warranty document attached (Additional Document_Page 2)</p>	*

43	Describe any technological advances that your proposed Solutions offer.	<p>One of the principles that Falcon was founded on was a commitment to continuous innovation. We take pride in being the leaders in our industry from a technological advancement standpoint, including the following:</p> <p>A one-piece formed ceramic combustion chamber (U.S. Patent #8,465,225)</p> <p>-Provides a 92% fuel efficiency rating that has been certified by an independent third party. (See Additional document_Page 3) No one in the industry has come close to matching this fuel efficiency rating.</p> <p>-Falcon products burn less than 3 gallons of fuel per 8-hour shift.</p> <p>-This combustion chamber is virtually maintenance free compared to competitive products that require expensive annual maintenance that causes downtime and added expense to the end-user.</p> <p>VIP Voltage Indicator Protection System.</p> <p>-This system (U.S. Patent # 9,534,782 B2) was developed to protect the machine's burner system.</p> <p>-With a glance the system will tell the operator if they have enough of a charge in the battery to operate the machine.</p> <p>-If the battery does not have enough charge the system will protect itself from non-starts that cause maintenance problems.</p> <p>-Since the VIP was introduced in late 2014, service calls have been reduced drastically, and parts sales for burner parts have dropped dramatically.</p> <p>Falcon machines produce even hopper temperatures in its unique air-jacketed design.</p> <p>-Eliminates material from scorching due to hot spots.</p> <p>-Eliminates material hardening from cold spots.</p> <p>Falcon is the only manufacturer of hot boxes that can run the burner while in tow.</p> <p>-Due to our unique design the burner can run during transport and eliminate the risk of material cooling on the way to the job.</p> <p>All Falcon machines are designed with operator safety in mind.</p> <p>Falcon locates most frequently used operations of the machines on the curbside of the unit to keep the operators out of traffic and harm's way.</p> <p>In 2023 Falcon introduced the Digital Touchscreen ""Smart Controller"".</p> <p>-Building this smart controller gives the end user great technical advances, including burner diagnostics.</p> <p>-toggle between English, Spanish, and French</p> <p>-adjusting material temperature in both Celsius and Fahrenheit</p> <p>- Inspection reminders.</p> <p>- easy in the field updates when there is a program change.</p>	*
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Falcon has made significant strides in sustainability within our factory and sales facilities. Since the onset of Covid, we have implemented a remote work program for our administrative team, as well as a 4-day, 10-hour workweek for manufacturing during the summer months. Falcon has established both paper and plastics recycling programs, along with timed and sensor-activated lights to reduce energy consumption.</p> <p>We prioritize recycling by processing all waste materials, recycling solvents, and using non-hazardous paints. Additionally, we have partnered with Beckett burners in a remanufacturing program that allows us to recycle damaged burners effectively.</p> <p>Beyond our manufacturing facility, we are committed to educating our dealer partners and end users about reclaiming and recycling asphalt. Environmental sustainability is about preserving the natural environment. Falcon contributes to the development of environmentally sustainable communities by building asphalt road maintenance equipment that allows pavement repairs to be made with recycled asphalt. Using recycled asphalt reduces landfill use and disposal costs, conserves aggregate and petroleum resources, and eliminates the material and labor waste resulting from temporary winter repairs.</p>	*
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Falcon has certification from Wayne Combustion stating our fuel combustion efficiency is 92%. Documentation attached (Additional document_Page 3).</p> <p>80% of our machines are recyclable at the end of their lives.</p> <p>Our paint process uses non-hazardous paint and solvents.</p>	*
46	Describe how your equipment reduces the carbon footprint compared to traditional asphalt repair equipment.	<p>Falcon utilizes a patented combustion chamber - this seamless, ceramic-insulated combustion chamber is designed to make our machines 92% fuel efficient. The Falcon hot box uses 3 gallons or less of fuel per 8 hour shift, when compared to our competitors, that is up to a 10 gallon of fuel savings per 8 hour shift. This goes hand in hand with our thermostatically controlled design. By utilizing this system, the burner is only on when the thermocouple calls for heat; once that desired temp is reached, the burner turns off. This eliminates burning material and reduces consumption of fuel. Lastly, 80% of our machines are built with recycled material.</p>	*
47	Describe if your solutions use low-VOC (volatile organic compound) or biodegradable materials to reduce environmental impact.	<p>Falcon solutions utilizing low-VOC and biodegradable materials to reduce environmental impact:</p> <ul style="list-style-type: none"> <li>- For customers purchasing diesel-powered machines, we recommend utilization of B5 or B20 diesel biofuel which is much cleaner than standard diesel.</li> <li>- We also offer propane-powered machines as an alternative to diesel.</li> <li>- For customers who reclaim or recycle material in a Falcon hot box, we recommend using recycled vegetable oil as an asphalt rejuvenator.</li> </ul>	*

48	Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.	Safety and reduced stress and strain on operators and mechanics are hallmarks of Falcon products. Our hot boxes are designed and manufactured with the comfort and safety of the operator in mind. For example, we consulted with design engineers from the automotive industry to determine the optimum height for our shovel apron and designed it to be the proper ergonomic fit for a person with a shovel, reducing back and shoulder fatigue. We also have easy-opening loading and unloading doors requiring only 15 pounds of force and designed to enhance safety and reduce fatigue on the operator. Additionally, our operator platform is the largest and safest in the industry, keeping workers out of harm's way. From a servicing standpoint, our burner system is easily accessible from ground level. All grease points can also be maintained from the ground level. Fenders, burners, tack spray systems, hoists, and all other main components of our machines bolt-on for ease of access and quick routine maintenance. We have located as many of the essential daily work components on the curbside of our machine. This attention to detail provides a safe work environment by keeping operators farther away from traffic and reducing operator fatigue by having all the working components of the machine on one side.	*
49	Describe fire prevention and handling protocols or personal protective equipment needed while using your equipment to enhance operator safety.	<p>Falcon is committed to educating our dealer partners and end users on safety measures. During in-service training for end users, whether conducted by Falcon or our dealers, we strongly emphasize the importance of NOT using diesel fuel to clean out the asphalt hopper. This along with other warning/safety messages are also clearly displayed on stickers placed on the exterior of our equipment.</p> <p>To further protect our operators, we have strategically located the unloading door handle on the curbside of the unit, keeping operators clear of material that can reach temperatures of up to 350 degrees when exiting the rear unloading door.</p> <p>Falcon provides various lighting packages to enhance visibility while on the road, as well as fire extinguishers mounted on trailers for easy access. Additionally, we use reflective tape around the perimeter of the hot box to ensure end users remain safe and visible, and we place warning labels around the hot box to communicate potential hazards.</p> <p>All these precautions are designed to enhance the safety of our end users. Falcon strongly recommends that all operators use personal protective equipment (PPE) as advised by safety standards, which includes gloves, boots, hard hats, and more.</p>	*
50	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?	100% of our focus at Falcon is on manufacturing and supporting pavement rehabilitation products. Every aspect of our business - sales, marketing, engineering, manufacturing, parts, service, transportation, accounting, and administration is focused on being the best supplier of pavement rehabilitation products in the industry. Our focus gives us the unique ability in our space to be subject matter experts. We share our expertise with the Sourcewell participating entities to provide efficient and cost-saving solutions tailored to fit their operation. We are the only producer of asphalt hot boxes and tack spray machines to offer a full range of sizes from 2 ton to 10 ton in all types of configurations including trailers, slip-ins, hook-lifts, dedicated trucks, skid-mounts, and chassis-mounted equipment. We build standard products that fit most applications, but also build fully customized units for those who require them - no one builds more unique machines to specifically match customer needs than Falcon. We are focused on making it easy for our customers and dealer partners to do business with Falcon. Experience and being observant of the marketplace tells us that governmental agencies want to do business with Sourcewell to purchase our products. By adding the Falcon Patch Truck to our product lineup, we have enhanced our value-added opportunities Sourcewell members. The unique breadth of products Falcon manufactures and distributes through its expansive dealer network provides a unique and first-class experience to the Sourcewell members.	*

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment	
51	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Documentation attached under WMBE/MBE/SBE or Related Certificates	*
52		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Texas Tooling	*
53		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Haaker Equipment Co.	*
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
55		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
57		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Stinson Equipment	*
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
59		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Richmond Machinery	*

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
60	Describe your payment terms and accepted payment methods.	Payment terms are NET 30 days. We accept checks, cash, wire, and P-card	*
61	Describe any leasing or financing options available for use by educational or governmental entities.	In the past Falcon has worked with Chris Canavati and his team at NCL Government Capital to offer leasing and finance options to all Sourcwell participating entities. We look forward to expanding these offerings through NCL if we are awarded a contract and will educate our Regional Managers and dealers on the available leasing and finance options. In addition our dealer network also have access to local leasing and financing options.	*
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Falcon and our Dealer network quotes include the Sourcwell contract number on the quote. When an order is secured, the Sourcwell member number is included. Our dealer/distributor partners also include Sourcwell contract numbers and member numbers on their documentation. Sample of quote included (Standard Transaction Document Sample).	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Falcon does accept the P-card, there is a 3% fee to the end user.	*

64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. 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.	Falcon is offering all Sourcewell members in both the United States and Canada a fixed discount off the list price. 10% discount off list price Additional volume discount of 3% available for 5 or more units.  Pricing is attached and includes: List Price Sourcewell member discounted price Additional volume discount Available options and accessories	*
65	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.	The pricing submitted offers a discount of 10% off list price for Falcon product and options. We do not offer a greater discount to any other entity.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	Falcon is proposing an additional discount of 3% on all transactions of 5 units or more. We do not have a rebate program, but our volume discounts ensure substantial savings.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Our dealer network carry multiple lines related to our product. If a Sourcewell member chooses to include these products they will be handled as open market, will not exceed MSRP and identify delivery, or freight charges clearly.	*
68	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.	All costs associated with our equipment are included in the pricing sheet submitted for this RFQ. Falcon does not charge additional fees for pre-delivery, installation, training, etc.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We provide freight at a \$3.50/mile FOB Freeland, MI (\$5.00/mile FOB Freeland, MI on Patch Trucks). This is an additional cost to the Sourcewell member and is quoted upfront. Falcon freight pricing is simply a pass through cost based on the national average. In the situation of a multiple-unit order, we will shop for better pricing and pass that on to the end user. In addition, our dealer/distributors may handle the cartage, however, it never exceeds the \$3.50/ mile cost.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Falcon has dealers in Alaska, Hawaii, and Canada. In these cases, Falcon delivers to a port, and our distributor arranges transportation from there. Freight costs are quoted at the same time the equipment is quoted. Regardless of the destination, the end user always has the option to set up their own delivery at which point Falcon, or our dealer would not invoice for freight charges.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our distribution network stocks Falcon products in their local territories. It is not unusual for an order to be fulfilled with immediate availability from dealer inventory.	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Falcon has a very systematic process for verifying compliance when it comes to Sourcewell purchases. Sales administration provides and reviews each quote request against contract pricing. We confirm Sourcewell contract number is on each quote. Falcon Regional managers confirm the accuracy of the quote before passing it to the dealer or Sourcewell member. Dealers must do a mandatory submission to Falcon of all Sourcewell sales (even out of their stock). Final audits are performed prior to invoicing. We perform a monthly audit of all Sourcewell sales. We perform quarterly compiling and reporting of Sourcewell sales to Sourcewell. We perform a customer satisfaction survey that is shared with appropriate Falcon personnel.	*



73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Falcon tracks a number of metrics daily in a real-time, live report called "Monday". We have a dashboard on Monday that provides metrics for several KPI's including PO's received, machines shipped and invoiced, sold by, sold thru contract, contract name (ie, MN State Contract, MI-Deal State Contract, Sourcewell). At any moment, we have access to MTD and YTD results of the contract. It is closely monitored regularly by senior management and shared with our Regional Management team. We set monthly and annual sales goals that are tracked diligently each month. We hold a monthly senior management review of our financial performance, comparing actual to budget. Contract sales, among other critical KPI's, are reviewed during this monthly meeting.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Falcon will pay Sourcewell 1% of the end users' Sourcewell pricing (not including freight).	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing offered is as good as or better than pricing typically offered through existing cooperative contracts.	*

**Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)**

Line Item	Question	Response *	
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	For over 20 years, Falcon has established itself as the industry leader in manufacturing and distributing asphalt hot boxes. Asphalt patching is essential in maintaining roadways, parking lots, and other paved surfaces. We believe that when repairing roads, the right equipment matters, and our customers agree. That is why our machines are used by thousands of local and state agencies as well as many contractors across the United States and Canada. Falcon manufactures machines from 2 tons of asphalt capacity to the industry's only 10-ton asphalt hot box. We offer many configurations of machines, including trailer mounts, slip-ins, truck mounts, and our new dedicated asphalt patch truck. All these variations ensure that Sourcewell members get the right machine to fit their operation. Attachment provided (Additional document Page 4). Falcon hot boxes and recyclers give unparalleled versatility. Users can transport cold mix, keeping it warm during the winter months and making it easier to work with. It can transport hot mix and keep it hot all day, and can hold hot mix overnight, keeping it warm for up to 72 hours. Users can also reclaim unused hot mix, eliminating the waste of good material, and recycle asphalt chunks and millings. This makes Falcon the most versatile machine available for pavement preservation. In addition to new equipment, Falcon and our dealers/distributors offer used Falcon equipment, which undergoes inspection and a renew process certified to meet all performance standards.	*
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Asphalt Maintainer: Heats cold mix, keeps hot mix warm, keeps material warm overnight Asphalt Reclaimer/Recycler: Recycles asphalt chunks, rap, and millings, Reclaims virgin uncompressed asphalt cookies	*

**Table 7B: Depth and Breadth of Offered Solutions**

Indicate below if the listed category or type of solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
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78	Asphalt recyclers and reclaimers, hot boxes	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Trailers:</p> <p>2 Ton, single burner, non-dump, diesel or propane, air or oil jacket</p> <p>2 Ton, single burner, dump, diesel or propane, air or oil jacket</p> <p>3 Ton, single burner, non-dump, diesel or propane, air or oil jacket</p> <p>3 Ton, single burner, dump, diesel or propane, air or oil jacket</p> <p>3 Ton, dual burner, non-dump, diesel or propane, air or oil jacket</p> <p>3 Ton, dual burner, dump, diesel or propane, air or oil jacket</p> <p>4 Ton, single burner, non-dump, diesel or propane, air or oil jacket</p> <p>4 Ton, single burner, dump, diesel or propane, air or oil jacket</p> <p>4 Ton, dual burner, non-dump, diesel or propane, air or oil jacket</p> <p>4 Ton, dual burner, dump, diesel or propane, air or oil jacket</p> <p>6 Ton, dual burner, dump, diesel or propane, air or oil jacket</p> <p>Slip-in's:</p> <p>2 Ton, single burner, diesel or propane</p> <p>2 Ton Low Profile, single burner, diesel</p> <p>3 Ton, single burner, diesel or propane</p> <p>3 Ton, dual burner, diesel or propane</p> <p>4 Ton, single burner, diesel or propane</p> <p>4 Ton, dual burner, diesel or propane</p> <p>5 Ton, single burner, diesel or propane</p> <p>5 Ton, dual burner, diesel or propane</p> <p>6 Ton, dual burner, diesel or propane</p> <p>8 Ton, dual burner, diesel or propane</p> <p>10 Ton, dual burner, diesel or propane</p> <p>Hook-Lifts:</p> <p>2 Ton, single burner, diesel or propane</p> <p>2 Ton Low Profile, single burner, diesel</p> <p>3 Ton, single burner, diesel or propane</p> <p>3 Ton, dual burner, diesel or propane</p> <p>4 Ton, single burner, diesel or propane</p> <p>4 Ton, dual burner, diesel or propane</p> <p>5 Ton, single burner, diesel or propane</p> <p>5 Ton, dual burner, diesel or propane</p> <p>6 Ton, dual burner, diesel or propane</p> <p>8 Ton, dual burner, diesel or propane</p> <p>10 Ton, dual burner, diesel or propane</p> <p>Dedicated Patch Trucks:</p> <p>2 Ton, low-profile, dedicated patch truck</p> <p>2 Ton, dedicated patch truck</p> <p>3 Ton, dedicated patch truck</p> <p>4 Ton, dedicated patch truck</p> <p>6 Ton, dedicated patch truck</p> <p>8 Ton, dedicated patch truck</p> <p>10 Ton, dedicated patch truck</p>
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79	Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters	<input checked="" type="radio"/> Yes <input type="radio"/> No	Trailers: 2 Ton, single burner, non-dump, diesel or propane, air or oil jacket 2 Ton, single burner, dump, diesel or propane, air or oil jacket 3 Ton, single burner, non-dump, diesel or propane, air or oil jacket 3 Ton, single burner, dump, diesel or propane, air or oil jacket 3 Ton, dual burner, non-dump, diesel or propane, air or oil jacket 3 Ton, dual burner, dump, diesel or propane, air or oil jacket 4 Ton, single burner, non-dump, diesel or propane, air or oil jacket 4 Ton, single burner, dump, diesel or propane, air or oil jacket 4 Ton, dual burner, non-dump, diesel or propane, air or oil jacket 4 Ton, dual burner, dump, diesel or propane, air or oil jacket 6 Ton, dual burner, dump, diesel or propane, air or oil jacket Slip-in's: 2 Ton, single burner, diesel or propane 2 Ton Low Profile, single burner, diesel 3 Ton, single burner, diesel or propane 3 Ton, dual burner, diesel or propane 4 Ton, single burner, diesel or propane 4 Ton, dual burner, diesel or propane 5 Ton, single burner, diesel or propane 5 Ton, dual burner, diesel or propane 6 Ton, dual burner, diesel or propane 8 Ton, dual burner, diesel or propane 10 Ton, dual burner, diesel or propane Hook-Lifts: 2 Ton, single burner, diesel or propane 2 Ton Low Profile, single burner, diesel 3 Ton, single burner, diesel or propane 3 Ton, dual burner, diesel or propane 4 Ton, single burner, diesel or propane 4 Ton, dual burner, diesel or propane 5 Ton, single burner, diesel or propane 5 Ton, dual burner, diesel or propane 6 Ton, dual burner, diesel or propane 8 Ton, dual burner, diesel or propane 10 Ton, dual burner, diesel or propane Dedicated Patch Trucks: 2 Ton, low-profile, dedicated patch truck 2 Ton, dedicated patch truck 3 Ton, dedicated patch truck 4 Ton, dedicated patch truck 6 Ton, dedicated patch truck 8 Ton, dedicated patch truck 10 Ton, dedicated patch truck	*
80	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
81	Pavement marking application and removal equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 82. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement 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 Master Agreement.

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](#) - 2025 SOURCEWELL MEMBER PRICING.pdf - Wednesday April 30, 2025 09:01:01
  - [Financial Strength and Stability](#) - BANK REF WITH FINANCIAL OUTLOOK.pdf - Tuesday April 29, 2025 13:21:55
  - [Marketing Plan/Samples](#) - Falcon Sourcewell marketing samples with timeline.pdf - Monday May 05, 2025 07:01:31
  - [WMBE/MBE/SBE or Related Certificates](#) - VALUE ADD DOCUMENTATION.pdf - Tuesday April 29, 2025 13:34:59
  - [Standard Transaction Document Samples](#) - SOURCEWELL SAMPLE QUOTE.pdf - Wednesday April 30, 2025 09:07:20
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Falcon additional documentation Pages 1-6.pdf - Monday May 05, 2025 09:01:32

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Trish Bell, Sales Coordinator, Falcon Road Maintenance Equipment, LLC

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 obligations contemplated in the solicitation proposal.

☒ 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
Addendum_2_Roadway_Maintenance_Equipment_RFP050625 Wed April 23 2025 04:17 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Roadway_Maintenance_Equipment_RFP 050625 Tue April 8 2025 02:54 PM	<input checked="" type="checkbox"/>	1