

Form C

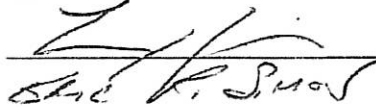
**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



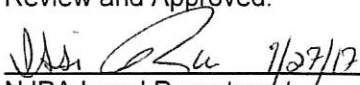
Company Name: Falcon Repair Maintenance Equipment, LLC

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

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

Proposer's Signature:  Date: 5-19-17

NJPA's clarification on exceptions listed above:

Review and Approved:
 7/27/17
NJPA Legal Department



Formal Offering of Proposal
(To be completed only by the Proposer)

ROADWAY MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, MATERIALS,
AND SUPPLIES


In compliance with the Request for Proposal (RFP) for ROADWAY MAINTENANCE EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, MATERIALS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Falcon Repair Maintenance Equipment, LLC
Company Name: _____ Date: 5-19-17

Company Address: 120 Waldo Avenue

City: Midland State: Michigan Zip: 48664

Contact Person: Ric Simon Title: Vice President of Sales and Marketing

Authorized Signature:  Ric Simon
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



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


NJPA Contract #: 052417-FRM

Proposer's full legal name: Falcon Road Maintenance Equipment, LLC

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


The effective date of the Contract will be October 2, 2017 and will expire on October 2, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on September 29, 2017

NJPA Contract # 052417-FRM

Vendor Authorized Signatures:

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

Vendor Name Falcon Road Maintenance Equipment, LLC

Authorized Signatory's Title VICE-PRESIDENT



VENDOR AUTHORIZED SIGNATURE



(NAME PRINTED OR TYPED)

Executed on 10/2, 2017

NJPA Contract # 052417-FRM

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

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

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

Company Name: Falcon Road Maintenance Equipment, LLC

Address: 120 Waldo Avenue

City/State/Zip: Midland, Michigan 48642

Telephone Number: 989-941-3743

E-mail Address: ric@falconrme.com

Authorized Signature: [Signature]

Authorized Name (printed): Ric Simon

Title: Vice President of Sales and Marketing

Date: 5-23-17

Notarized

Subscribed and sworn to before me this 23 day of May, 20 17

Notary Public in and for the County of Oakland State of MI

My commission expires: 2.9.18

Signature: [Signature]

 **SARAH CUSICK**
Notary Public, State of Michigan
County of Oakland
My Commission Expires Feb. 09, 2018
Acting in the County of _____

Form P

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

*Proposer Name: **Falcon Road Maintenance Equipment, LLC***

Questionnaire completed by: ***Ric Simon***

Payment Terms and Financing Options

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

Payment terms are Net 30 Days.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.

Falcon Asphalt Repair Equipment, LLC has partnered with National Cooperative Leasing (NCL) to offer NJPA members a complete suite of finance solutions. NCL is a current NJPA financing contract holder (#032615-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between Falcon Asphalt Repair Equipment, LLC and NCL.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

All orders whether taken through our dealers or Falcon direct are processed through our single point of contact in our Corporate office in Midland, Michigan. NJPA pricing is verified, the machine configurations are sent to manufacturing floor, and records of the sales with customer purchase orders are sent to our payables department. The payables department tracks sales on a Vendor Sales Reporting form and reports them quarterly.

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

Falcon does accept the P-card procurement payments and there is no additional cost to the NJPA Members for this process.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Falcon warrants that its equipment will be free of defects in materials and workmanship for a two-year period (provided the equipment has not been altered by the end user). The warranty does not cover damage resulting from an accident.

Should the equipment fail to operate as designed, the customer should contact the local dealer service provider or Falcon direct. If replacement parts are needed, they will be shipped to the local dealer service provided and installed, or direct to the customer with on-line or phone hot-line support. If the warranty item is more than a simple replacement of a part, the customer will bring their unit to the nearest servicing dealer and the repair will be performed at no charge to the customer.

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

Yes, our warranties cover all products, parts, and labor provided there has been no alteration to the unit and it has not been in an accident.

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

There is no hour limitation during the 2 year machine warranty.

Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Yes.

Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

Falcon provides a certified technician for the United States and Canada. In addition, we

provide on-line and phone hot-line technical support 24/7.

Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

We cover all items that Falcon supplies under this contract with the exception of the ARS infrareads which are covered by the manufacturers warranty directly

What are your proposed exchange and return programs and policies?

Falcon stands by its pledge to manufacture the highest quality and most simplistic machine for our end users. If a situation where to arise with a manufacture defect we will trouble shoot the issue and send replacement parts. If this does not correct the problem and it cannot be corrected in the field Falcon will exchange the defective unit with a new unit. We also supply rebuild exchange components that are available as aftermarket replacement parts.

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

Upon request Falcon and its dealers will quote service contract pricing for maintenance and repairs of Falcon products.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Falcon manufactures portable, affordable asphalt transporters and recyclers for pavement repairs, this includes utility cuts and pothole patches. Our equipment helps street departments reduce material and labor costs by enabling them to repair roads with recycled asphalt at a fraction of the cost and time. Falcon machines also help the environment by reducing landfill use and conserving aggregate and petroleum resources.

Falcons line of equipment range in capacity from 1 ton to 8 tons in both trailer and slip in model availability. In addition, Falcon is offering compaction, infrareads and specialty tack tanks.

Lastly, Falcon and its dealer network provide hands-on asphalt recycling training at the customer's location. This is a key value added service that enable most customers to pay for the Falcon asphalt recycler in less that 24 months.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Falcon is providing line item pricing that is discounted below that offered to a single government agency. Falcons pricing model is attached.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Falcon is offering 10% off published list price.

10) The pricing offered in this proposal is

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

 X b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____ d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Falcon is offering an additional 2% discount off NJPA pricing for orders that consist of 9 units or more. (See attached pricing module)

12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

Open market, or nonstandard options will be supplied on a case by case basis. The items will be priced in accordance and with a multiplier, but will not exceed 2x, plus actual freight taxes and duties and fees as billed to Falcon. All mentioned will be supported by an invoice from Falcon.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Taxes are not included in our pricing submitted.

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

Falcon will add the cost of shipping to quote and invoice. Freight costs for North America will be \$2.00 per loaded mile FOB Midland, Michigan.

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

Alaska and Hawaii – Falcon will arrange and charge shipping from Falcon to the west coast port.

Canada – Falcon will arrange and charge the appropriate federal and provincial taxes, duties, plus all brokerage fees as billed to Falcon and supported by invoice.

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

Our delivery methods are fairly standard, in addition we offer a quick ship program as previously described on Form A.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

All NJPA sales are funneled through one main point of contact NJPA specialist located in the Midland, Michigan corporate office. NJPA pricing is verified, the machine configurations are sent to manufacturing floor, and records of the sales with customer purchase orders are sent to our payables department. The payables department tracks sales on a Vendor Sales Reporting form, the form is then compared and confirmed with our main point of contact and then reported quarterly to NJPA.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Falcon will continue to pay NJPA 2% of all NJPA contract sales.

Industry-Specific Questions

19) Identify the required subcategory or subcategories that best describe your solutions: Subcategory A) Roadway Surface Maintenance and Repair Equipment; Subcategory B) Roadway Surface Marking Equipment and Paint; Subcategory C) Road Right-of-Way Management Equipment and Chemicals; and/or Subcategory D) Equipment and Products in Support of Roadway Maintenance and Repair.

The Subcategory that best describes Falcons solutions to the NJPA members is A.) Roadway Surface Maintenance and Repair Equipment.

20) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are "vendor differentiators."

The Falcon differentiators are VIP, combustion chamber, patented heat system, 95%+ off-shelf parts availability, quick ship program, largest unloading material door in the industry, lifetime frame warranty, maintenance free combustion chamber.

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

Falcon machines produce even hopper temperatures in its unique air-jacketed design.

i) Eliminates material from scorching due to hot spots.


ii) Eliminates material hardening from cold spots.

A one-piece formed ceramic combustion chamber (U.S. Patent #8,465,225)

iii) Provides a 92% fuel efficiency rating that has been certified by an independent third party. No one in the industry can come close to matching this fuel efficiency rating.

iv) Falcon products burn less than 3 gallons of fuel per 8-hour shift.

v) This combustion chamber is virtually maintenance free compared to competitive products that require expensive annual maintenance that causes downtime.

Signature: 

Date: 5/19/17

Form P

**AMENDMENT
TO
CONTRACT #052417-FRM**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Falcon Road Maintenance Equipment, LLC** (Vendor).

Sourcewell awarded a contract to Vendor to provide Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, And Supplies, to Sourcewell and its Participating Entities, effective October 2, 2017, through October 2, 2021 (Agreement).

Based on the validated needs and requests of Sourcewell Members, the parties agree to extend the Agreement for one additional year with a new expiration date of October 2, 2023.

The Agreement will not be extended for additional time and during the term of this extension Sourcewell will no longer market the Agreement.

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

Sourcewell

DocuSigned by:
Jeremy Schwartz
By: _____
C0FD2A139D06489...
Jeremy Schwartz Director of Operations/CPO
Date: 7/22/2022 | 1:15 PM CDT

Falcon Road Maintenance Equipment, LLC

DocuSigned by:
Ric Simon
By: _____
921A6A8E22874E7...
Ric Simon, VP Sales & Marketing
Date: 7/22/2022 | 7:13 PM BST

Approved:

DocuSigned by:
Chad Coauette
By: _____
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO
Date: 7/22/2022 | 1:19 PM CDT