

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



Company Name: Federal Signal Corp. (Elgin sweeper Co. and Vactor Manufacturing)

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
		None	

Proposer's Signature:

D. J. P. Jr.

Date: Dec. 15, 2017

NJPA's clarification on exceptions listed above:

Review and Approved:

[Signature]

2/6/18

NJPA Legal Department

Contract Award
RFP#122017

FORM D



Formal Offering of Proposal

(To be completed only by the Proposer)

SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES :

In compliance with the Request for Proposal (RFP) for SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES 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.

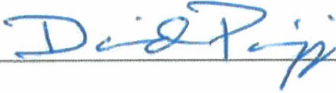
Company Name: Federal Signal Corp. Date: December 15, 2017

Company Address: 1415 West 22nd Street

City: Oakbrook State: IL Zip: 60523

CAGE Code/Duns & Bradstreet Number: 045256666 Elgin # 005212303
Vactor # 095793170

Contact Person: David Panizzi Title: Business Development Manager

Authorized Signature: David Panizzi  (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.)

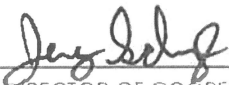
NJPA Contract #: 122017-FSC

Proposer's full legal name: Federal Signal Corp.

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 February 20, 2018 and will expire on February 20, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the 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 Coquette
(NAME PRINTED OR TYPED)

Awarded on February 19, 2018

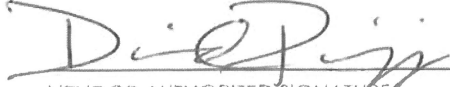
NJPA Contract # 122017-FSC

Vendor Authorized Signatures:

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

Vendor Name Federal Signal Corp.

Authorized Signatory's Title Business Development Manager



VENDOR AUTHORIZED SIGNATURE

David Panizzi

(NAME PRINTED OR TYPED)

Executed on 2/23, 2018

NJPA Contract # 122017-FSC

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: FEDERAL SIGNAL CORP - ELGIN SWEEPER COMPANY/VACTOR MANUFACTURING

Address: 1415 West 22nd St.

City/State/Zip: Oakbrook, IL 60523

Telephone Number: 630-954-2000

E-mail Address: dpanizzi@federalsignal.com

Authorized Signature: *David Panizzi*

Authorized Name (printed): David Panizzi

Title: Business Development Manager

Date: Dec. 15, 2017

Notarized



Subscribed and sworn to before me this 15TH day of DECEMBER, 2017

Notary Public in and for the County of KANE State of IL

My commission expires: 7/20/18

Signature: *Beverly A Thies*

Form P



PROPOSER QUESTIONNAIRE

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

Proposer Name: _____ Federal Signal Corp (Elgin and Vactor) _____

Questionnaire completed by: _____ David Panizzi _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
Payment terms are determined between the ESG dealer and the NJPA member. General terms between dealer and the ESG are Net 30.

- 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?

Available leasing or financing programs are determined between the ESG Dealer and NJPA member. We do sponsor third party full service lease and turnkey maintenance program for our dealer. We have also worked with National Cooperative Leasing (NCL), an NJPA contract holding vendor, to provide information on leasing and financing solutions through our dealer network.

- 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.

NJPA member submits a Purchase Order to the ESG Dealer with payment made by the NJPA member to the ESG Dealer. ESG dealer will facilitate and process all product orders and invoicing. Elgin and Vactor equipment is exclusively provided by contracted dealers. If required, a detailed listing of dealers can be provided.

Our dealers report NJPA sales through their local Regional Sales Manager (RSM) who, in-turn, provide quarterly updates to internal Sales management. We are working to implement an enhanced process designed to gather all pertinent reporting information (Entity name, location, contact and transaction price) at the time of order. Manual reporting will be required for existing dealer stock inventory that is sold to NJPA members.

- 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?

Not Applicable.

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.

Standard Warranty is for 12 months on the complete unit but certain components have longer standard warranties (i.e. aux engines). These are identified in our standard limited warranty statement. The Statement also defines start date, applications, etc. Units are registered for warranty using our on-line

warranty system. Warranty repairs are performed by our contracted and certified dealers. Claims are filed by the ESG Service provider/dealer within the system as well. Additionally, the ESG service parts and warranty guide is published on the ESG Dealer website and contains claim submissions standards and guidelines for conducting warranty repairs. Generally, qualifying warranty claims for parts and labor are covered. Extended warranties are available for additional charge.

- Do your warranties cover all products, parts, and labor?
All Standard Warranty include material and labor to either repair or replace our option.
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
Standard Limited Warranty is based on in service days only. There is no restriction on hours.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
ESG dealers are compensated for travel time up to 3 hours round trip, per reasonably required trip.
- 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?
ESG Dealer network covers the entire U.S. and Canada. NJPA members can arrange with ESG dealer in their respective area to receive warranty work.
- 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?
Warranties for items made by other manufactures are covered by the original equipment manufacture. We can and have intervened on behalf of our dealers and end-user customers to get the required OEM support (i.e. chassis or engine manufacturers).
- What are your proposed exchange and return programs and policies?
A product return or exchange is extremely rare. If circumstances merit that a product be returned or exchanged due to performance or other situation, we will review and handle on a case by case basis. If this ultimately means a return or exchange then we, along with our dealer, will work to facilitate the return or exchange with the goal of complete customer satisfaction and to be life-long repeat customers.

Regarding product trade-in or buybacks - Our dealers do provide product trade-in or buy-back amounts for many of our products. This is at our dealer discretion and can be discussed during the proposal/quoting process.

- 6) Describe any service contract options for the items included in your proposal.
Service contracts are not offered at the manufacture level. Most ESG dealerships do offer service contract options. This could be as simple as a maintenance agreement with the end user to a full-service parts, maintenance and exchange program. these programs vary by dealers.

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.

Elgin Street Sweepers including mechanical, pure vacuum and regenerative air sweepers. Vactor Combination Sewer Cleaners, Stand-alone Catch-basin Cleaners and Jetters, and Hydro Excavation Machines.

- 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.)

Elgin will use Excel Spreadsheets for each street sweeper model. Vactor will use pdf files for each product category including combination sewer cleaners, jetters and the various hydro-excavation

products. The price sheets/files will list top-level models with line item pricing for all available option content. The price sheets do contain a great deal of information but are separated by model or product category to help the NJPA members understand.

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

NJPA Members enjoy a 3% discount from list price. The Elgin price sheets provided will show line-item pricing and calculate and apply the 3% NJPA discount. The Vactor pdf pricing files will have the 3% discount already calculated and applied to each line item. This will represent the ceiling based price. Additional discounting may be considered for volume purchases or unique situations. This is handled on a case-by-case basis

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☒ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

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

Quantity or Volume discounts may be considered but this would be on a case-by-case basis.

- 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.

Elgin and Vactor offer "special" option capability which allows engineering to research and design unique product features. These "specials" will be priced using our specials process (to determine a list price) and discounted at the 3% level (minimum).

The "sourced" product would be stock chassis or special chassis options to which the 3% discount would not apply. Our stock (Elgin or Vactor spec) chassis are considered a "pass-through" cost item. This means we do not look to profit from required "sourced product" and therefore look to only recoup our costs. That's why no discount would apply to the "sourced" product.

- 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.

Any Dealer costs for dealer installed items including local freight and PDI are not included in our pricing submittal. Any costs associated with the delivery of a piece of equipment to an NJPA member AFTER it has been delivered to the respective ESG dealer is negotiated between the ESG Dealer and the NJPA member. Such costs could be delivery from ESG Dealer to the NJPA member, putting the unit into service, special or additional training, recommended spare parts, etc.

These additional costs would only be imposed by our authorized dealers.

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

Any costs associated with the delivery of a piece of equipment to an NJPA member AFTER it has been delivered to the respective ESG dealer is negotiated between the ESG Dealer and the NJPA member.

Such costs could be delivery from ESG Dealer to the NJPA member, putting the unit into service, specialized or additional training, recommended spare parts, etc.

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

ESG has Dealers in Alaska, Hawaii and Canada (and through out the world). Elgin and Vactor works with the ESG dealer to deliver the unit to their specified location and the ESG dealer would deliver the unit to the NJPA customer. We currently have products operating in Alaska, Hawaii and Canada. Delivery to these locations are standard practices that may include packaging for water/sea freight.

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

ESG delivers the piece of equipment to the ESG Dealer who works with the NJPA member on delivery method. Because of the size of our products unique or varied delivery options may not be available or work logistically.

- 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.

Dealers are required to indicate an NJPA member purchase on their purchase order to us. Dealers are required to report customer information including Name, Contact information, and transaction price. ESG Director of Dealer Sales tracks and reports on all NJPA contract sales on a Quarterly basis. The only exception to this are for units that are existing dealer inventory (dealer stock) that are sold after the transaction between us and our dealer has transpired. The sales are more difficult to track and have delayed reporting in the past. We will be tasking our Regional Sales Managers with gathering and reporting this information in a timely manner.

- 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.)

We proposed to pay a 0.5% administrative fee to the NJPA for contract administration, facilitation and promotion. This fee would be calculated on the dealer-to-NJPA member transaction price less the price of the required chassis. This fee is consistent with our previous NJPA contract and will not be included as part of the pricing to NJPA members.

Industry-Specific Questions

- 19) Describe the top three market differentiators of your products/services relative to the industry.

We offer the most comprehensive product line in both the street sweeper and sewer cleaning industry.

We have various models of sweepers that use mechanical, regenerative air and pure vacuum sweeping technologies. We focus on what is best for a specific user's application and do not push one technology over another. We offer alternative fueled vehicles as well as waterless dust suppression that not all competitors can match. Again, this allows us to cater to the specific customer's needs rather than using a generic model and trying to "option" it to fit.

With sewer cleaners we offer various sizes from tow-behind trailer units to full size units with extra axels for appropriate weight distribution and bridge law. We offer air movement (vacuum) options from Fan to Positive Displacement (PD blower) units. We have recently introduced options that provide for extra production efficiencies and convenience including water recycling and new control packages.

Our dealer distribution is simply the best - with the greatest geographical coverage for North America virtually no customer will go unserved. All areas of the US and Canada have an assigned dealer. Plus, we have products that meet the full scope of this RFP category.

20) Identify how your products, services and supplies address the scope of this RFP.

The Vactor and Elgin product lines address all aspects of the Scope of this RFP. We are offering multiple models of **Sewer Vacuuming, Hydro Excavation and Street Sweeper Equipment**. We offer varied sizes with an exceptional amount of option availability to customize product to specific member needs. Our companies have a long history of leading our industries and we possess a strong reputation within those industries. Our business is financial strong and we have proven over the years to be an excellent business partner.

Signature: D. R. J. Date: Dec. 15, 2017