

**Form C**

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



Company Name: TYMCO, Inc.

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: Kenneth J. Young

Date: 12-18-17

**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: TYMCO, Inc Date: 12-18-2017

Company Address: 225 E Industrial Blvd

City: Waco State: Texas Zip: 76705

CAGE Code/Duns & Bradstreet Number: CAGE Code - 52DJ8 D&B Number - 02-463-3583

Contact Person: Kenneth J. Young Title: President

Authorized Signature: *Kenneth J. Young* Kenneth J. Young /  
(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-TYM

Proposer's full legal name: TYMCO, Inc.

**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

\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on February 19, 2018

NJPA Contract # 122017-TYM

**Vendor Authorized Signatures:**

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

Vendor Name TYMCO, INC.

Authorized Signatory's Title PRESIDENT

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

KENNETH J. Young  
\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Executed on 2-26- 2018

NJPA Contract # 122017-TYM

**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: TYMCO, Inc.

Address: 225 E Industrial Blvd

City/State/Zip: Waco, Texas 76705

Telephone Number: 254-799-5546

E-mail Address: kenneth.young@tymco.com

Authorized Signature: Kenneth J. Young

Authorized Name (printed): Kenneth J. Young

Title: President

Date: 12-18-17

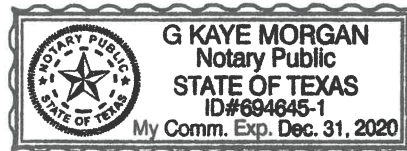
**Notarized**

Subscribed and sworn to before me this 18<sup>th</sup> day of December, 20 17

Notary Public in and for the County of McLennan State of Texas

My commission expires: 12-31-2020

Signature: G. Kaye Morgan







**PROPOSER QUESTIONNAIRE**

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

Proposer Name: TYMCO, Inc.

Questionnaire completed by: Bryan J. Young

**Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?  
A. TYMCO's payment terms 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?  
A. Yes. TYMCO provides lease purchase services for customers that are interested in using that method to help acquire a new sweeper.
- 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.  
A. As the contract holder, we are going to request that all TYMCO dealers communicate with the TYMCO Marketing Department to request a quote be worked up for all NJPA Members. TYMCO would prefer to work up all quotes for NJPA Members. The role of a TYMCO dealer is to help provide NJPA Members the appropriate solution to address their sweeping need, and this will involve a discovery period where the dealer representative will identify the best TYMCO Sweeper to meet the needs of the customer. Depending on the application and geographic location of the NJPA Member, there may be an array of options that will be more appropriate for one customer over another. The TYMCO dealer will communicate this to the TYMCO Marketing Department who will work up a quote based on the NJPA contract pricing. The TYMCO dealer will also be responsible for providing in-service for the sweeper as well as providing product support for the NJPA Member throughout the life of the product. TYMCO will process a quarterly report of sales through the NJPA Cooperative Purchasing Program. Any order that we receive from using the NJPA Program will be included on the quarterly report that we will generate and submit to NJPA. Please see below for details and processes TYMCO will use in specific domiciles:
  1. States within the United States of America - When an NJPA Member is ready to order a sweeper from TYMCO, our intent is for the NJPA Member to issue a purchase order directly to TYMCO for the product(s) they want to procure. TYMCO will then process the order and confirm the order back to the NJPA Member as well as the local TYMCO dealer to ensure that the unit being ordered is equipped how the customer would like the unit built. When the unit is complete, TYMCO will have it shipped to the local TYMCO dealer (unless otherwise specified by the local TYMCO dealer based on conversations with the NJPA Member). TYMCO will invoice the NJPA Member upon delivery which will start the net 30 payment schedule and TYMCO will accept payment in U.S. Dollars (USD). TYMCO will accept checks or wire transfer for funds. Upon receipt of payment, TYMCO will process the NJPA fee and have it remitted to NJPA.
  2. U.S. Territories - When an NJPA Member is ready to order a sweeper from TYMCO, our intent is for the NJPA Member to issue a purchase order directly to TYMCO for the product(s) they want to procure. TYMCO will then process the order and confirm the order back to the customer to ensure that the unit being ordered is equipped how the customer would like the unit built. When the unit is complete, TYMCO will have it shipped to the customer (unless otherwise specified by the NJPA Member). TYMCO will invoice the NJPA Member upon delivery which will start the net 30 payment schedule and will accept payment in U.S.



Dollars (USD). TYMCO will accept checks or wire transfer for funds. Upon receipt of payment, TYMCO will process the NJPA fee and have it remitted to NJPA.

3. **Canada** - When receiving an order from a NJPA Member, our intent with NJPA is for the NJPA Member to issue a purchase order to our local dealer for the product(s) they want to procure. Our local dealer will then issue a purchase order to TYMCO, Inc. requesting the product(s) procured by the NJPA Member. TYMCO will then process the order and confirm the order back to the local dealer to ensure that the unit being ordered is equipped how the customer would like the unit built. When the unit is complete, TYMCO will have it shipped to the local TYMCO dealer (unless otherwise specified by the local TYMCO dealer based on conversations with the NJPA Member). The local TYMCO dealer will invoice the NJPA Member upon delivery which will start the net 30 payment schedule and will accept payment in U.S. Dollars (USD). Upon receipt of payment from the local TYMCO dealer, TYMCO will process the NJPA fee and have it remitted to NJPA.

4. **Other International Domiciles** – For other international domiciles that NJPA has members, when receiving an order from a customer, our intent with NJPA is for the NJPA Member to issue a purchase order to our local dealer for the product(s) they want to procure. Our local dealer will then issue a purchase order to TYMCO, Inc. requesting the product(s) procured by the NJPA Member. TYMCO will then process the order and confirm the order back to the local dealer to ensure that the unit being ordered is equipped how the customer would like the unit built. When the unit is complete, TYMCO will have it shipped to the local TYMCO dealer (unless otherwise specified by the local TYMCO dealer based on conversations with the NJPA Member). Generally speaking, for orders with customers in international locations, TYMCO requires a down payment in order to process the order and TYMCO requires the balance due prior to shipping the equipment from our manufacturing facilities in Waco, Texas. The payment scenario is going to depend on where the unit is going to be shipped. This will have to be evaluated by TYMCO on a case-by-case basis. The local TYMCO dealer will invoice the NJPA Member directly and will accept payment in U.S. Dollars (USD). Upon receipt of payment from the local TYMCO dealer, TYMCO will process the NJPA fee and have it remitted to NJPA.

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?

A. Currently, we do not accept 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.

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

A. Yes. There are 3 separate warranty classifications on TYMCO Sweepers that cover parts and labor. There is (1) warranty provided by TYMCO for the TYMCO Sweeper, there are multiple warranties for the truck chassis provided by the truck manufacturer (e.g. International or Freightliner) and there is (1) warranty on the auxiliary engine provided by the auxiliary engine manufacturer (e.g. John Deere or Kubota). The TYMCO Model 210h is a single engine parking lot sweeper and does not have an auxiliary engine therefore there is no warranty required for the auxiliary engine component.

1. TYMCO Sweeper – The warranty is provided by TYMCO through our dealer network.
2. Truck Chassis – This classification has multiple warranties. Some warranties are provided by the chassis manufacturer through their dealer network. Some major components on the truck chassis such as the engine and transmission have warranties provided by their authorized service centers (e.g. Cummins engines and Allison transmissions)
3. Auxiliary Engine – The warranty is provided by the engine manufacturer through their dealer network.



- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
    - A. There are no usage restrictions or limitations beyond the standard stated warranty for the TYMCO Sweeper, Truck Chassis or Auxiliary Engine (e.g. TYMCO Warranty is 1 year / 1000 hours; John Deere Warranty is 2 years / 2000 hours). Each individual warranty has stated exceptions for situations that would be considered negligence, but the warranties provided for the TYMCO Sweeper, Truck Chassis and Auxiliary Engine are designed to cover normal use of these components within a sweeper application.
  - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
    - A. No.
  - 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?
    - A. No.
  - 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?
    - A. As noted above, all items included with the TYMCO Sweeper are covered by TYMCO and their authorized dealer network with the exception of the truck chassis and auxiliary engine. The truck chassis is covered by the chassis original equipment manufacturer (OEM) and the auxiliary engine is covered by the engine OEM.
  - What are your proposed exchange and return programs and policies?
    - A. Regarding exchange and return programs and policies as related to warrantable parts on the TYMCO Sweeper, Truck Chassis or Auxiliary Engine: any warrantable claims need to be processed through the local TYMCO Sweeper dealer, local truck chassis dealer or local auxiliary engine dealer for the respective components that is being claimed in order to have the claim be processed and approved.
- 6) Describe any service contract options for the items included in your proposal.
- A. TYMCO will not be including any service contract options in the proposal.

**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.
- A. TYMCO is offering our entire product line in this proposal. We are offering the following base models with associated options:
    1. **Model 210h** – Sweeper designed for parking lot sweeping. Single engine design delivers simplicity and lower maintenance.
    2. **Model 210** – Sweeper designed for parking lot sweeping. Dual engine design provides additional power for sweeping heavier material on a regular basis above just typical parking lot trash.
    3. **Model 435** – Mid-Sized street sweeper that can tackle smaller jobs with a lower overall cost but has the power to clean larger jobs such as light municipal street sweeping in downtown business districts or construction sweeping cleanups.
    4. **Model 500x** – Full-size multipurpose street sweeper with a variable height high side dump capability that allows the user to dump into multiple size containers or dump trucks. A sweeper that can high dump can provide operational efficiencies when coupled with a dump truck in remote areas from approved dump locations.
    5. **Model 600** – Full-size multipurpose street sweeper that is very cost effective and flexible due to the array of options available that modify this product to better fit the needs of each individual customer and how they are using it to sweep streets, runways or even clean catch basins using the hand hose and related accessories.
    6. **Model DST-4** – Mid-Size dustless street sweeper. This sweeper is equipped with the patented TYMCO Dustless Sweeping Technology – DST. DST enhances the Regenerative Air System and improves its ability to remove and capture the finest of ultrafine particulates measured in microns.



7. Model DST-6 - Full-size multipurpose street sweeper equipped with the patented TYMCO Dustless Sweeping Technology – DST. DST enhances the Regenerative Air System and improves its ability to remove and capture the finest of ultrafine particulates measured in microns.

8. Model HSP – The HSP – High Speed Performance – is a full-size street sweeper equipped with a patented pick-up head that offers the user the ability to sweep at 15 mph and up to 20 mph for faster cleanups on airport runways. On runways, it is important to keep them clean and clear of FOD (Foreign Object Debris) and the Model HSP can assist with this at a faster pace.

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.)

A. The pricing model that TYMCO is using for this RFP is in the line-item price format for NJPA Members. The date on the price sheets will be effective until any price change request is made and accepted by NJPA when needed during the contract term. TYMCO has submitted pricing within Section / Tab 3 of our RFP submittal. TYMCO is offering a discount on all eight base sweeper models (sweeper body only; not including sweeper options or truck chassis) of approximately 5% off the Published Price – “Quantity of One”. TYMCO is offering sweeper options and truck chassis at net pricing without a discount. Below is the pricing matrix reflecting this discount for the base sweeper unit models offered by TYMCO in our RFP submittal within Section / Tab 3. For complete NJPA contract pricing for base sweeper models as well as published options and truck chassis, please see price sheets within Section / Tab 3 of our RFP submittal.

TYMCO Model	Published Price – “Quantity of One” <small>(Pricing for base sweeper model only; requires truck chassis be added and any applicable options listed in price sheets)</small>	NJPA Contract Price <small>(Pricing for base sweeper model only; requires truck chassis be added and any applicable options listed in price sheets)</small>
Model 210h	\$44,000	\$41,800
Model 210	\$52,500	\$49,875
Model 435	\$77,800	\$73,910
Model 500x	\$188,300	\$178,885
Model 600	\$137,600	\$129,720
Model DST-4	\$138,200	\$130,900
Model DST-6	\$203,600	\$193,420
Model HSP	\$144,400	\$137,180

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.

A. The pricing presented in Section / Tab 3 of our RFP submittal is based on 2018 model pricing. TYMCO is offering a discount on all eight base sweeper models (sweeper body only; not including sweeper options or truck chassis) of approximately 5% off the Published Price – “Quantity of One”. TYMCO is offering sweeper options and truck chassis at net pricing without a discount. For additional detail on the discount being offered by TYMCO on the base sweeper models, see above Question #8 in Form P.

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.

A. TYMCO may entertain volume discounts and rebate programs and will follow the below approaches to these items:

1. Quantity / volume discounts – TYMCO will entertain a quantity / volume discount after it discusses this with the NJPA Member so TYMCO and the local TYMCO dealer understand how many units the Member wants to order. This discount will need to be agreed upon by both TYMCO and the local TYMCO dealer since the dealer will be responsible for providing service and support for any units ordered by an NJPA Member over the life of the contract.
2. Rebate Programs – TYMCO will entertain providing instant rebates to NJPA Members. These rebates could be in the form of a “close out” discount that can be shown as a line-item discount in the event that there are stock units that need to be moved or if TYMCO has a remaining new truck chassis that is last year’s model and TYMCO wants to provide an incentive to move this product. Rebates can also be in the form of a “special customer” discount. This would apply to specific circumstances or possibly if a customer is a “long-time / loyal” customer and TYMCO and the local dealer agree to provide a rebate for this reason.

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.

A. We intend to use this provision to provide “Unpublished” options. We are submitting pricing for a group of “Published” options that are associated with each sweeper model that we are submitting. This pricing is located within Section / Tab 3 of our RFP response. The Published options that we are submitting are going to represent the majority of popular options that are grouped with each associated sweeper model. Unpublished options will be used to cover any additional options that an NJPA Member may want to add to their sweeper that are not covered under our primary model offerings or their associated published options.

The Published sweeper options / truck chassis that we are submitting will be presented in the same fashion as the primary sweeper models. TYMCO published options and truck chassis are bid in the line-item pricing format.

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.

A. Below are items that would qualify as total cost of acquisition costs that will **NOT** be included in the pricing submitted with TYMCO’s response:

1. Shipping
2. PDI (Pre-Delivery Inspection) / Local Delivery
3. In-Service / Training
4. Sales Tax (if applicable)
5. License Fees / Title Fees / Registration Fees
6. Performance Bonds – As stated on page 25 under Section 7 of the RFP, (Post-Award Operating Issues), A. Subsequent Agreements, Item 7.5 Performance Bonds, at the request of a NJPA Member, TYMCO can quote a performance bond as required to that NJPA Member.
7. Trade Fees / Tariffs / Brokerage Fees



8. Additional Service / Warranty Programs – This would be reflected as additional services or extended warranties provided by the local TYMCO dealer, truck chassis dealer/manufacturer or auxiliary engine dealer/manufacturer.

9. Trade-In Units - This would be reflected as a reduction in price because TYMCO or the local TYMCO dealer would be receiving the trade-in unit as an asset as part of the transaction.

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

A. Shipping – Unless otherwise specified by the local TYMCO dealer, shipping will be the approximate cost to ship the unit from the TYMCO manufacturing facility in Waco, Texas (FOB Waco, TX) to the local TYMCO dealer responsible for delivering the unit to the NJPA Member. In the Continental United States, TYMCO coordinates shipping for all of our dealers to their locations.

B. Local Delivery – Once the sweeper unit arrives at the local TYMCO dealer, there is additional cost that may be incurred to deliver the unit to the NJPA Member depending on the member's location in relationship to the local TYMCO dealer.

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

A. Alaska – TYMCO works with our local dealer in Alaska to coordinate shipping and delivery to end-user customers. The local dealer will direct TYMCO on timelines for when the truck will be in Waco to pick-up the sweeper as well as work with any brokers that are needed to cross through Canada.

B. Hawaii – TYMCO works with our local dealer in Hawaii to coordinate shipping and delivery to end-user customers. The local dealer will direct TYMCO on timelines for when the truck will be in Waco to pick-up the sweeper as well as work with any brokers that are needed to transport the unit at port.

C. Canada – TYMCO works with our local dealer in Canada to coordinate shipping and delivery to end-user customers. The local dealer will direct TYMCO on timelines for when the truck will be in Waco to pick-up the sweeper as well as work with any brokers that are needed to cross into Canada.

D. Offshore – Depending on the location, this process might vary, but TYMCO typically coordinates the shipping and delivery of units to offshore locations such as to Puerto Rico. We will coordinate all shipping and transport logistics to get the units to their final destination.

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

A. If there are any unique delivery methods or options that will be required by an NJPA Member during the duration of this contract, TYMCO will ensure that TYMCO, the local TYMCO dealer and the NJPA Member agree and understand why a unique delivery method or option would be of benefit to the NJPA Member if the process differs from the standard delivery process. For reference, the standard delivery process is that TYMCO in Waco, Texas will build the sweeper, ship the sweeper via flatbed truck to the local TYMCO dealer, then the local TYMCO dealer will deliver the sweeper to the NJPA Member location as directed by the customer. An example of how TYMCO, the local TYMCO dealer and an NJPA Member could work together to accomplish a unique delivery method would be working for expedited delivery for a sweeper in the event that a NJPA Member needs a sweeper faster due to a unique circumstance. We would do our best to accommodate the NJPA Member with their need.

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.

A. TYMCO intends to announce and market the availability of the NJPA contract and that TYMCO Sweepers are available for NJPA Members to purchase. We are going to announce this to our dealer network. When we do, we are going to outline the process that we would like for the dealer network to follow which includes requesting that all quotes be generated by TYMCO to ensure that we are meeting the standards put forth by NJPA as well as that pricing is



delivered in accordance with our bid submission. TYMCO will be able to verify the appropriate fee amount that needs to be remitted to NJPA because we will use a TYMCO-generated quote form that will calculate the NJPA fee based on the format outlined in Question #18 within Form P. TYMCO will use our quote forms to verify that the appropriate fee amount is recorded in our quarterly sales report for submission to NJPA. TYMCO Marketing will also use this information to forward to the TYMCO Accounting Department to process the administrative fee to NJPA once TYMCO is funded by the NJPA Member or in the case of Canadian orders, the local TYMCO dealer.

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.)

A. TYMCO will be paying the recommended 2% administration fee for this type of equipment as stated in RFP #122017. TYMCO will calculate the total fee to be paid to NJPA by adding 2% of the base sweeper model cost with all purchased "published" and "unpublished" options elected by the NJPA Member. TYMCO will exclude any "total cost of acquisition cost" items that are outlined on Form P – Proposer Questionnaire – Item #13 (including shipping and local delivery).

### Industry-Specific Questions

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

A. See below:

1. **Originator of Regenerative Air technology** – TYMCO invented Regenerative Air technology and because that is the only technology that we use across all models of the sweepers we build, we focus on improving performance, ease of maintenance and durability for our customers. TYMCO is also the only sweeper manufacturer that manufactures multiple models of sweepers for different applications all based on Regenerative Air.

2. **Dustless Sweeping Technology** – This is a patented technology product that TYMCO has refined through the years and performs very highly in applications where controlling and removing ultrafine particulates is of highest importance.

3. **Multiple Applications can all be served using Regenerative Air technology** – For customers that understand Regenerative Air and want the benefits that the technology can provide but they need sweepers for multiple applications such as an airport, then that entity can purchase a Model 210 parking lot sweeper (for sweeping parking garages), a Model 435 mid-sized street sweeper for sweeping internal airport roads and a Model 600 HSP for sweeping the airport runways. This gives the airport in this example a complete solution of sweeping all using Regenerative Air technology.

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

A. This RFP scope is identified by the title "SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES". TYMCO manufactures multiple models of street sweepers that fit different niche applications for more specific needs and solutions, but as a general term, can all be identified as "street sweepers". TYMCO also manufactures and provide options and accessories that complement our full line of sweepers.

Signature: \_\_\_\_\_

*Kenneth Young*

Date: \_\_\_\_\_

*12-18-17*