

**Form C**

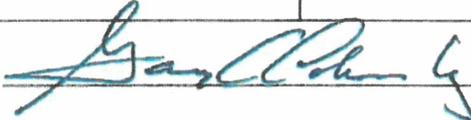
**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



Company Name: GapVax Inc.

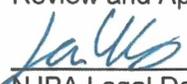
Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make 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                    |
|--------------|---|--|---------------------------------|
| 3.33         | To be proposed<br>Delivered to<br>Members site                  | GapVax offers defined delivery fees based on travel miles from our factory. Deliver fee is \$3.00 per mile for Contiguous United States. | Accepted.<br>See clarification. |
| 3.34         | Manufacturer's<br>warranty that includes<br>materials and labor | Labor reimbursement is not 100% covered in all instances.  | Accepted as<br>clarification.   |
|              |   |  |                                 |
|              |   |  |                                 |
|              |   |  |                                 |
|              |   |  |                                 |
|              |   |  |                                 |
|              |   |  |                                 |

Proposer's Signature:  Date: 12-15-17

**NJPA's clarification on exceptions listed above:**

3.33 NJPA acknowledges Vendor's proposed delivery fees are not included in the total cost of acquisition per section 5.24 and as proposed in Form P, question 13.

Review and Approved:  
 2-14-18  
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: GapVax Inc Date: December 18, 2017

Company Address: 575 Central Ave

City: Johnstown State: PA Zip: 15902

CAGE Code/Duns & Bradstreet Number: Duns 926986522

Contact Person: Gary A. Poborsky Title: President

Authorized Signature: *Gary A. Poborsky* Gary A. Poborsky  
(Name printed or typed)

*GARY A. POBORSKY*

D

**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-GPV

Proposer's full legal name: GapVax 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

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

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

Chad Coauette  
(NAME PRINTED OR TYPED)

Awarded on February 19, 2018

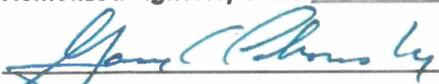
NJPA Contract # 122017-GPV

**Vendor Authorized Signatures:**

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

Vendor Name GapVax Inc.

Authorized Signatory's Title President

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

Gary A. Poborsky  
\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Executed on Feb. 20, 2018

NJPA Contract # 122017-GPV

**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]**

F

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: GapVax Inc

Address: 575 Central Ave

City/State/Zip: Johnstown PA 15902

Telephone Number: 814-535-6766

E-mail Address: gary@gapvax.com

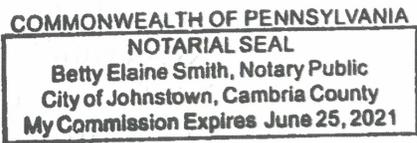
Authorized Signature: *Gary A. Poborsky*

Authorized Name (printed): Gary A. Poborsky

Title: President *Gary A. Poborsky*

Date: December 18, 2017

**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 Cambria State of Pennsylvania

My commission expires: June 25, 2021

Signature: *Betty Elaine Smith*

**F**



**Form P**

**PROPOSER QUESTIONNAIRE**

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

Proposer Name: \_\_\_\_\_ GapVax Inc. \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_ Matt Hughes \_\_\_\_\_

**Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?  
**Our payment terms for municipal end-users is Net 30 with an authorized purchase order.**
- 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?.

**GapVax Inc, as well as many of our dealers, have partnered with lending companies to offer a variety of funding options.**

**One of our dealers uses Translease. They have special finance plans for Municipalities. Some of the advantages are:**

- **100% financing available**
- **Competitive and affordable interest rates**
- **Flexible terms to meet your needs**
  - **(monthly, quarterly, semi-annual and annual)**
- **Delayed payments (start paying next fiscal year)**
- **Ownership after your final payment**
- **Lower interest rates due to tax-exempt status**

- 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.

**Our proposed order process begins with the dealer walking through a build sheet with the customer. From there, the build sheet is sent to the GapVax engineering department for review. If its approved by engineering, the dealer will then convert the build sheet to a quotation. Once the quotation is approved by the customer it is submitted back to GapVax to begin the order placement process. GapVax will be in control of the order/invoice process from there since we will be the NJPA contract holder. This handoff will allow us to know all the sales occurring through our NJPA contract and allow us to provide accurate quarterly data 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?

**GapVax currently does not accept the P-card procurement and payment 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?

**Yes, our warranty covers all the products we are proposing that are ultimately sold to municipalities. Warranty coverage on GapVax products sold through our dealers includes parts and labor (or partial labor) per the following warranty language:**

**GAPVAX, INC., WARRANTS THE MC SERIES COMBINATION JET / VACUUM MACHINE TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP, UNDER NORMAL AND REASONABLE USAGE, WITHIN THE GENERAL STANDARDS OF MAINTENANCE FOR TERMS AS FOLLOWS:**

|                                       |                   |
|---------------------------------------|-------------------|
| <b>ENTIRE UNIT:</b>                   | <b>12 MONTHS</b>  |
| <b>VACUUM PUMP LOBES:</b>             | <b>12 MONTHS</b>  |
| <b>STAINLESS STEEL WATER TANK:</b>    | <b>120 MONTHS</b> |
| <b>3/16" EXTEN STEEL DEBRIS TANK:</b> | <b>60 MONTHS</b>  |

**THIS WARRANTY IS SPECIFICALLY LIMITED TO THE GAPVAX MC SERIES SUPPLIED BY GAPVAX, AS ORIGINAL EQUIPMENT, WHICH IS DETERMINED BY GAPVAX TO BE DEFECTIVE. THE COMPONENT DETERMINED TO BE DEFECTIVE BY GAPVAX SHALL BE REPAIRED OR REPLACED AND BE WARRANTED FOR PARTS AND LABOR. IN ALL CASES THE DEFECTIVE COMPONENT MUST BE RETURNED TO THE GAPVAX FACTORY OR DESIGNATED AUTHORIZED SERVICE LOCATION, WITHIN THE TIME PERIOD SHOWN ABOVE. ALL TRANSPORTATION AND FREIGHT COSTS FOR WARRANTY WORK OR COMPONENTS SHALL BE THE SOLE OBLIGATION OF THE PURCHASER.**

**THE LIMITED WARRANTY DOES NOT COVER CHASSIS COMPONENTS, DEFECTS DUE TO MISUSE, ABUSE, NEGLIGENCE, NOR DOES IT SUPERCEDE THE WARRANTY OF AN ORIGINAL COMPONENT MANUFACTURER. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR THE PURCHASER. GAPVAX MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. GAPVAX SHALL NOT BE LIABLE FOR ANY LOSS OF PRODUCT, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGE, LOSSES OR DELAYS OF ANY KIND.**

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

**There are certain limitations that apply. They are "DEFECTS DUE TO MISUSE, ABUSE, NEGLIGENCE"**

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

**Warranty on GapVax products sold through our dealers covers parts and labor or partial labor depending on the claim. The labor compensation varies from dealer to dealer. Travel reimbursement varies from dealer to dealer too.**

- 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?

**There are certain areas that do not have dealer coverage. These areas deal factory-direct. In these regions, parts associated with warranty claims are covered but labor is not. There are certain instances that a factory technician will be dispatched to a customer's site. Those instances are evaluated on a case-by-case basis. The map below is a high-level view of our dealer's coverage.**



- 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?

**Warranty coverage on purchased items that are incorporated into our products are passed on to the original equipment manufacturer.**

- What are your proposed exchange and return programs and policies?

**Our return policy on warranty parts typically begins with the customer or dealer calling our service department to explain the issue. If a part is deemed defective and is still under warranty, the GapVax service manager will ship out a replacement part ASAP and issue an invoice for the part. A credit will be issued to the customer/dealer once the defective part is returned to our service department.**

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

**Service agreements are offered at the discretion of our dealers and vary based on our dealer's service policy. Some have on-site mobile service capabilities, while others perform in-shop service only.**

**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.

**GapVax manufactures equipment used by municipalities and government agencies for the maintenance and cleaning of sanitary and storm sewers. The MC unit flushes sewer lines with water to dislodge debris build-up that can clog pipes. The debris travels back to the manhole where it is removed by the onboard vacuum system and collected in the debris body for disposal. The GJET unit provides a similar service; it flushes the sewer lines but does not vacuum the debris. The VHE is a vacuum hydro excavator that uses onboard vacuum and high-pressure water to safely excavate near buried utilities like water and sewer lines. It is ideal for digging near sensitive items that can be damaged by conventional mechanical digging.**

- 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.)

**GapVax's proposal is based on Line Item Pricing that reflects our MSRP price and the NJPA Contract Price.**

- 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.

**NJPA Contract Pricing is 2% less than MSRP.**

- 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.

**GapVax does not offer volume pricing.**

- 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.

**GapVax will utilize "Open Market" pricing for the chassis portion of our equipment. The chassis is a sourced good that we will offer at Cost + 3%.**

- 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.

**Delivery, Sales Tax, Federal Excise Tax, Vehicle Registration Fees, Customs & Brokerage Fees, or Freight Forwarding Fees are not included.**

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

**Delivery can be supplied by GapVax at a \$3.00 per mile delivery charge. Delivery will originate at our factory in Johnstown, PA 15902. Exceptions to this delivery fee are GapVax units built on chassis powered by CNG (compressed natural gas.) They require special transportation methods and will be quoted at the time of the proposal.**

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

**Canadian shipping can be coordinated through GapVax via our Customs Brokers. Shipping to Hawaii and Alaska can be coordinated through GapVax via our Freight Forwarders in California and Washington.**

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

**GapVax will offer NJPA members industry standard distribution and delivery methods.**

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.

**GapVax will authorize one in-house staff member to be the subject-matter expert for the NJPA contract. This is how we monitor and measure our other group purchasing contracts and state-owned purchasing contracts. This individual will work hand-in-hand with the sales team, dealer network and the GapVax finance department.**

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.)

**GapVax will pay NJPA a 2% administrative fee for facilitating, managing, and promoting the NJPA Contract.**

### **Industry-Specific Questions**

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

**A) The GapVax is built by end-users for end-users. Our experience as a provider of sewer cleaning services gives us the perspective that our competitors don't have.**

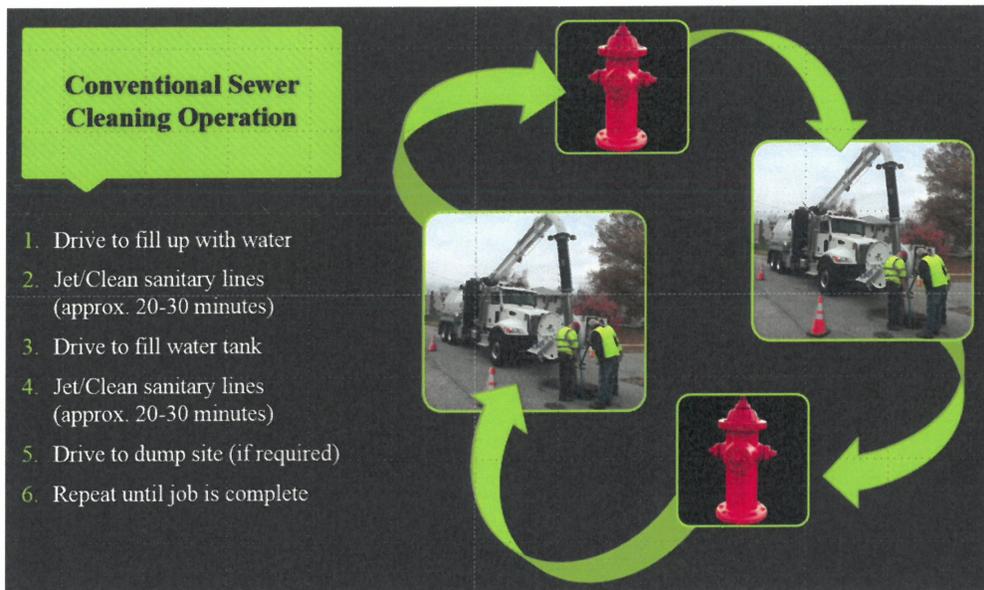
**B) GapVax is a family owned and operated company. This structure gives us the flexibility to meet the everchanging needs of our customers without having to go through financial exercises associated with large companies to get approval from company boards or absentee investors.**

**C) GapVax is known for understanding the customer's needs and making customized solutions to meet those needs. Many of our competitors are unwilling or unable to offer customization of any kind.**

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

GapVax's products address the basic RFP scope by offering our GapVax MC, GapVax GJET and GapVax VHE to meet the intent of the SEWER VACUUM and HYDRO-EXCAVATION EQUIPMENT request. From a solutions based RFP, GapVax is proud to supply the members of NJPA with our latest technological offering, the GapVax Recycle Jet Vac. Many NJPA members are currently facing, or will be facing, the need to conserve time, water and ultimately expense. Now they can address those need by using the GapVax Recycle Jet Vac to clean sewers. The traditional method used to clean sanitary sewers requires the operator to fill up their combination machine with water, jet the water into the sewer for approximately 20 minutes, shut down when the water tank empties, go back to their water source (hydrant or similar) to fill up with water again and start the process all over again. It's a very archaic and inefficient way to clean sewers compared to the GapVax Recycle Jet Vac. Our system allows NJPA members to start the day with 200 gallons of water and not have to shut down to refill the water tank because the GapVax Recycle Jet Vac reclaims the water from the sewer, cleans the water so in can be reintroduced into the jet pump, and is jetted back into the sewer again.

The illustrations below describe the process:



# Water Recycling Cleaning Operation

1. Drive to fill up with water (at least 200 gallons)
2. Jet/Clean sanitary lines



Signature:

*Gary C. Phelan*

Date:

*12-15-17*

*12.15.17*

P