Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Bergkamp 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
N/A	None	**Bergkamp specifies no exceptions**	

Proposer's Signature: William B. Coyle **Date:** 5-17-17

NJPA's clarification on exceptions listed above:

Review and Approved:

9/27/17

NJPA Legal Department

Contract Award
RFP #052417

FORM D

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.

Company Name: Bergkamp Inc. Date: 5-17-17

Company Address: 3040 Emulsion Drive

City: Salina State: KS Zip: 67401

Contact Person: William (Bill) Cooper Title: COO

Authorized Signature: William B. Cooper

William B. Cooper
(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-BGK

Proposer's full legal name: Bergkamp 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 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-BGK

Vendor Authorized Signatures:

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

Vendor Name Bergkamp Inc.

Authorized Signatory's Title Chief Operations Officer

VENDOR AUTHORIZED SIGNATURE

William B. Cooper, Jr.
(NAME PRINTED OR TYPED)

Executed on Oct. 2, 2017

NJPA Contract # 052417-BGK

Form F

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: Bergkamp Inc.

Address: 3040 Emulsion Drive

City/State/Zip: Salina KS 67401

Telephone Number: 785-825-1375

E-mail Address: billc@bergkampinc.com

Authorized Signature: William B. Cooper

Authorized Name (printed): William B. Cooper

Title: COO

Date: 5-17-17

Notarized

TAMMY L GOBLE
Notary Public
State of Kansas
My Appointment Expires 7/14/19

Subscribed and sworn to before me this 17th day of May, 2017

Notary Public in and for the County of Saline State of Ks

My commission expires: 7/14/19

Signature: Tammy L. Goble

Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name: Bergkamp Inc.

Questionnaire completed by: Sara Olberding

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)? **Bergkamp 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?
Bergkamp can help direct an Agency to find alternative financing options through industry recommendations.

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.
Purchased orders (PO) received by Bergkamp directly under their NJPA contract (as opposed to using an NJPA truck dealer) will be processed and handled by internal corporate staff. The PO process tracks each transaction type (i.e. standard bid or contracted pricing by agency) so quarterly sales reports can be generated accordingly in order to remit administration fees to the proper agency.

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?
Yes, Bergkamp accepts P-card procurement and payment for parts and services with no additional costs. However, purchases for whole goods will incur up to a 3% fee.

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, See Attached 12 Month Warranty Document**
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? **Yes: THIS WARRANTY SHALL NOT APPLY TO ANY PRODUCT WHICH HAS BEEN SUBJECT TO MISUSE, MISAPPLICATION, NEGLECT, ACCIDENT, IMPROPER INSTALLATION, MODIFICATION ADJUSTMENT, OR REPAIR.**
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? **Warranties do not cover the expense of technicians' travel time and mileage to perform warranty repairs.**
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs?
Bergkamp can provide a certified technician to perform warranty repairs in all geographic regions of the United States.
- How will NJPA Members in these regions be provided service for warranty repair?
All regions will be provided service for warranty repair.

- 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?
  Bergkamp will handle these upon return of the part(s) for warranty consideration, and confirmation from the vendor that the part is warrantable. We will use a local vendor representative if this results in quicker service to the equipment owner.
- What are your proposed exchange and return programs and policies?
  Bergkamp equipment is made-to-order and all capital good sales are final. Specifications are reviewed and approved by the agency prior to the start of production. Any descrepancies are reviewed on an individual basis and are mutally resolved.
  For parts exchange and returns, See Attached Parts Restocking Fee. The manager of the Customer Business Unit (CBU) has the authority to modifiy the restocking fee program as he deems appropriate for each individual case.

6) Describe any service contract options for the items included in your proposal.
Bergkamp offers extended warranties up to five years from the original date of purchase to the original agency that purchased the equipment for an additional cost.

Bergkamp Follow Up, Inspection and Training (B-F.I.T.) is a Post-Sale Equipment Inspection Program. A Bergkamp technical specialist travels to the customer site either once (Silver Plan) or twice (Gold Plan) a year as determined in the plan the agency selects. The Bergkamp specialist provides the agency with equipment usage reports and updates, completes a 66 point equipment inspection as well as training for new employees along with refresher courses for other employees. See the B-F.I.T. tab on the pricing spreadsheet.

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.
Bergkamp Inc., established in 1977, is family owned manufacturer of Pavement Preservation and Maintenance Equipment, which includes Micro Surfacing, Slurry Seal and supporting equipment, as well as Truck Mounted Pothole Patching Equipment for NJPA members. Bergkamp also is a supplier of Bituminous Laboratory Research Plants. Our equipment and accessory items are designed to provide lasting solutions for pavement preservation in the most safe, efficient and environmentally responsible manner. The laboratory plant provides agencies including colleges and universities a platform to test, improve and design asphalt emulsion recipes. Bergkamp's company philosophy and purpose is to impact the world by Making Roads Better.

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.)
See Attached Pricing Spreadsheet for all Equipment, Accessories, Extended Warranties and B-F.I.T.

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.
Bergkamp offers a special 10% discount from list for this RFP.

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.
Quantity or volume discounts or rebate programs are not applicable.

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 quote to be given for each special request.**

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.
Total cost of acquisition costs NOT included on the pricing spreadsheet would be any special or custom features requiring additional engineering or installation.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
Shipping costs are generally the responsibility of the buyer. Pothole patchers and micro-surface equipment typically are mounted on a chassis. In this case the equipment can deliver via a 'drive away ' service, or transported to the destination via flatbed. If unmounted, the equipment is transported via long haul carrier on a flatbed trailer.
Shipping arrangements may be made by the buyer, but if requested, Bergkamp will arrange the shipping and invoice the buyer for the costs.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
Canadian and some Alaskan orders will ship via surface with a long haul carrier (flatbed) or 'drive away' service. Hawaiian, offshore and some Alaskan shipments will ship ocean freight. Most equipment shipping ocean cannot be accommodated in a closed container and is considered 'Out of Gauge' (OOG). The equipment will travel to the shipping port via flatbed, then load on an open 'flat rack' container for transport on the vessel. Offshore shipments are quoted with Incoterms CIF.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
Bergkamp works to minimize the shipping costs to our customers. For example, spreader boxes for micro-surfacing equipment may be mounted and shipped in the hopper of the paver. Multiple units can sometimes travel together on the same trailer. For international equipment orders, or orders going to Hawaii or Alaska, it makes sense to include spare parts orders with the equipment, and ship on the shipping skid or in the hopper. Bergkamp is employing the use of international free trade zones.

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.
Contracted pricing for NJPA members will be preset within our quotation and PO process. Two internal pricing reviews will be required prior to submitting pricing to the member. Bergkamp's PO process tracks each transaction type (i.e. standard bid or contracted pricing by agency) so quarterly sales reports can be generated accordingly in order to remit administration fees to the proper agency.

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.)
Bergkamp proposes to pay NJPA an administrative fee of 2% to be calculated as a percentage of Bergkamp's sales under the contract.

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.

Subcategory A and D best describe Bergkamp equipment solutions.

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."

Bergkamp Vendor Differentiators include the following:

- **In-house team of engineers that provide new and improved solutions to the industry**
- **Customer Business Unit (CBU) operations**
  - **Extensive part inventory, with quick delivery turn around**
  - **Technical support, documented, with follow up after initial contact from the agency**
  - **Hosts technical school training – In-House and at select field locations**
  - **Facilitates Bergkamp Equipment Service Technology - BEST**
    - **An on-line parts quote and ordering system**
    - **Access to part catalogs and operation manuals**
    - **Technical and service bulletins**
    - **Truck Specifications**
- **Bergkamp Follow Up, Inspection, Training B-F.I.T.**
  - **Provides agencies with additional periodic training**
  - **Proactive equipment inspection to minimize downtime**

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

A unique specification for the FP5 Pothole Patcher is the variable displacement hydraulic pump which gives the ability to run the PTO pump continuously regardless of truck speed. This allows the patching mix to consistently be heated at the optimal temperature for the mix design.

Bergkamp uses high quality steel manufactured in the United States which is selected for the appropriate application of use. Equipment components are selected by our logistics team based upon specifications by engineering and vendor ratings of quality, on-time delivery and lead times.

Signature: Date: 5-17-17