Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Morbark, LLC

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

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
		No exceptions taken	

Proposer's Signature: Kevin Cotter **Date:** 06/14/2017

NJPA's clarification on exceptions listed above:

Review and Approved: 8/14/17
NJPA Legal Department

Contract Award
RFP #062117

FORM D

Formal Offering of Proposal

(To be completed only by the Proposer)

GROUNDS MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES

In compliance with the Request for Proposal (RFP) for GROUNDS MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES, 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: Morbark, LLC Date: June 14, 2017

Company Address: 8507 S. Winn Rd. P.O. Box 1000

City: Winn State: MI Zip: 48896

Contact Person: Kevin Cotter Title: Governmental Sales Manager

Authorized Signature: Kevin Cotter

Kevin Cotter
(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 #: 062117-MBI
Proposer's full legal name: Morbark, LLC

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

The effective date of the Contract will be August 18, 2017 and will expire on August 18, 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 August 17, 2017

NJPA Contract # 062117-MBI

Vendor Authorized Signatures:

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

Vendor Name MORBARK, LLC

Authorized Signatory's Title GENERAL COUNSEL & GOVERNMENTAL SALES MANAGER

VENDOR AUTHORIZED SIGNATURE

KEVIN M. COTTER
(NAME PRINTED OR TYPED)

Executed on 08/18, 2017

NJPA Contract # 062117-MBI

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: Morbark, LLC

Address: 8507 S. Winn Rd. P.O. Box 1000

City/State/Zip: Winn, MI 48896

Telephone Number: (800) 831-0042 ext. 1711

E-mail Address: kevin.m.cotter@morbark.com

Authorized Signature: Kevin Cotter

Authorized Name (printed): Kevin Cotter

Title: Governmental Sales Manager

Date: June 14, 2017

Notarized

Subscribed and sworn to before me this 14th day of June, 2017

Notary Public in and for the County of Gratiot, acting in Isabella State of Michigan

My commission expires: October 13, 2023

Signature: Robyn A. Everest

ROBYN A. EVEREST
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF GRATIOT
MY COMMISSION EXPIRES OCT. 13, 2023
ACTING IN THE COUNTY OF Isabella

Form P

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

Proposer Name: Morbark, LLC

Questionnaire completed by: Kevin Cotter

Payment Terms and Financing Options

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

Morbark Response:

Net 30 days.

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

Morbark Response:

Yes, Morbark has an in-house Finance Manager who helps facilitate financing between our customers and lending institutions. Morbark has also partnered with National Cooperative Leasing (NCL) to offer NJPA members a complete suite of finance solutions. NCL is a current NJPA financing contract holder (#032615-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from $5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between Morbark, LLC and NCL. Please see the enclosed brochure for additional details.

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.

Morbark Response:

Since we were awarded our NJPA contract in 2015, the system that we initially put in place is functioning very well. We do not miss sales and our reporting is accurate. NJPA members contact Morbark directly or one of Morbark's dealers to request a quote. If it is a direct quote, Morbark's Governmental Support Representative will supply them with the requested information. If it is a dealer request, the dealer representative will contact Morbark's Governmental Support Representative and a quote will be generated and returned to the dealer. The dealer will then contact the NJPA member and supply them with the requested information. Purchase orders are issued directly to Morbark and all NJPA orders are monitored to ensure timely delivery and accurate reporting to the NJPA.

Our dealers do not process NJPA member purchase orders directly. This allows us to control the transaction from start to finish - ensuring administrative fees are paid, and reporting is properly filed in a timely manner. Our dealers work to promote the NJPA contract to existing and potential customers.

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?

Morbark Response:
Morbark does accept the P-card procurement and payment process and there is no additional cost for this service.

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.

Morbark Response:
In addition to the responses below, please see the enclosed Warranty Handbook. All of the information below is also contained in the Warranty Handbook.

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

  Morbark Response:
  Yes, all products, parts and labor are covered. Coverage varies based on the equipment category. Please see the Warranty Handbook for complete details.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
  Morbark Response:
  Yes, please see the below as well as the enclosed Warranty Handbook. Extended warranty coverage is also available.

Product Description	Morbark Manufactured Components	Vendor Purchased Components	Extended Coverage
New Beever™ Brush Chippers (except M12 RX & M20R)	Two (2) years/3,000 hours, whichever comes first	One (1) year from date in service	Can purchase prior to start-up
New Stump Grinders	One (1) year/500 hours, whichever comes first	One (1) year from date in service	Can purchase prior to start-up
New Beever M12RX & M20R	One (1) year/ 1,500 hours, whichever comes first	One (1) year from date in service	Can purchase prior to start-up
New Forestry, Recycling and Sawmill Equipment	One (1) year/1,500 hours, whichever comes first	One (1) year from date in service	Can purchase prior to start-up
New Engines	N/A	See Engine Warranty Statement	Can purchase prior to start-up or possibly after.

The following circumstances are not covered by our warranty:

- Maintenance
  - Required scheduled maintenance including proper maintenance schedule intervals.
  - Procedures to maintain correct fluid levels: fuel, oil, and lubricants recommended in the Operator's manual.
  - Labor involved in adjusting, lubricating, as well as performing other normal maintenance services detailed in the Maintenance Schedule and/or Operator's manual.
  - Items considered expendable or normal maintenance items such as: lubricants, anti-freeze, fluids,

filters, clutch linings, brake pads, wear parts (i.e. such as knives, inserts, and grates), light bulbs.

- Damages Due to Accidents, Misuse, or Alterations
  - Collision, fire, theft, abuse, negligence, freezing, vandalism, riot, explosion or objects striking the equipment, environmental damage, and caustic cleaning solutions.
  - Modifications or temporary repairs made to equipment.
  - Use of equipment for something other than it's intended use.

- Unauthorized Service
  - Repairs or service work performed by unauthorized service outlets, without prior approval.
- Damage resulting indirectly from a prior warranty issue.
  - Warranty will only be allowed for direct cause
  - Any damage caused because equipment was allowed to continue to operate with a warrantable problem allowing additional issues to develop will not be covered.

- Freight Inbound to Dealer/Customer
  - Expenses over and above normal ground transportation for procurement of warranty materials.

- Freight Outbound to Morbark
  - Morbark will not always require that a component be returned for warranty. Complete the Warranty Preliminary Review Form to find out whether or not an item must be returned.
  - Freight to Morbark will not be reimbursed if Morbark did not require the component be returned.

- Towing
- Payment for lost profits or downtime
- Materials - Shop materials; maintenance items
- Travel expenses including lodging and meals
- Rental Equipment Expenses

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
  Morbark Response:
  Travel is typically not covered, but can be considered on a case-by-case basis.

- 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?
  Morbark Response:
  There is no region of the United States that Morbark cannot provide coverage. Our extensive dealer network will be handling warranty repairs, but if there is an area not represented by a dealer, a Morbark service technician will be able to service those customers. Dealer service technicians are factory trained by Morbark.

- 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?
  Morbark Response:
  All engine services are handled directly with the nearest servicing distributor. Other purchased components not related to the engine are handled by Morbark directly.

- What are your proposed exchange and return programs and policies?
  Morbark Response:

For warranty purposes, replacement parts are ordered by the customer through their authorized Morbark dealer. The servicing dealer will submit the warranty claim to Morbark and schedule the return of failed parts if requested by Morbark.

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

Morbark Response:

As the manufacturer, Morbark does not offer any service contracts, those items are handled through our dealer network. Most dealers do offer service contracts with scheduled maintenance programs performed by factory-trained personnel.

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.

Morbark Response:

Morbark will be offering its full line of brush chippers, stump grinders, tub grinders, horizontal grinders, trommel screens, slow-speed shredders and some whole tree chippers. We will also be offering our Boxer line of mini-skid steers and attachments. Equipment specification sheets for each of these machines are enclosed.

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.)

Morbark Response:

An electronic copy of our price book for all of our equipment is included. The price book shows the standard retail price of the equipment and options, as well as the NJPA price. Customers can order a base model and then add options as they wish.

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.

Morbark Response:

Morbark is offering 13.5% off the base price and options on the Morbark Tree Care (brush chippers, stump grinders), as well as our Boxer line of equipment and attachments. We are offering 10% off the base price and options on the Morbark Industrial line of equipment (horizontal grinders, tub grinders and trommel screens). We are also offering 10% discount on replacement wear part kits for all of our equipment.

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.

__X__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.

Morbark Response:

Morbark does offer a set volume discount but is willing to consider a larger discount on larger orders.

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.

Morbark Response:

Our Industrial and Tree Care equipment is considered "build-to-order" and thus we are very familiar with "non-standard options," which we handle through a well-defined cost/project request process. The first requirement is clearly defined requirements from the customer and a final review of those requirements before a cost/project request form is submitted for internal review. Once completed, a quote is returned to the customer for review and approval. The open market item is clearly noted on our quote and invoice and our discount applies to open market items as well.

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.

Morbark Response:

There are no additional or hidden costs that have not been defined. Freight charges will be added at cost and start - up costs are included in the base price of the machines.

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

Morbark Response:

Before a quote is given to an NJPA Member, Morbark obtains freight quotes. The best freight quote is then added to Morbark's equipment quote that is then shared with the NJPA member. We feel this practice is in the NJPA members' best interest. If we used a standard flat rate, members would not receive the benefit of a price reduction for closer deliveries, and our method provides the best rate possible at the time of the sale.

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

Morbark Response: Needs work

Shipments to Alaska, Hawaii and Canada are handled the same way as those described in response 14 above.

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

Morbark Response:

For Tree Care products we offer delivery in the state of Michigan. This provides a savings to NJPA members. To minimize cost for all of our customers, we go to great lengths to ship full loads whenever possible by pairing shipments if the customer's timeline for delivery allows.

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.

Morbark Response:

Morbark has an individual dedicated to ensure compliance with our NJPA contract. A series of checks and balances are in place such as quote reviews, quarterly reports and contracts evaluations. A single administrative assistant processes orders, which are reviewed by the Governmental Support Representative (GSR) and Governmental Sales Manager. Quarterly reminders are emailed to the GSR and a dedicated back up to ensure reports are filed in a timely manner. All administration fees are processed by an administrative assistant, reviewed and approved by the GSR and then signed off by the Vice President of Strategy and Aftermarket Service before mailing. Conformance to contract requirements is of the highest priority.

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.)

Morbark Response:

Morbark is proposing to pay an administrative fee of 2% of net contract sales less freight.

Industry-Specific Questions

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

Morbark Response:

1. The markets that we serve view our equipment as a premium brand because of its durability and the service and support offered before, during and after the sale.
2. Safety and education are a cornerstone of our business. Currently, we offer a unique safety option on all our brush chippers, the ChipSafe® Operator Safety Shield.

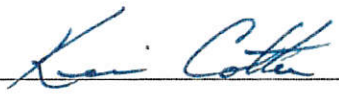
   In addition, we actively encourage all tree care customers to participate in the Tree Care Industry Association (TCIA). In fact, all first-time, tree care equipment customers are offered a FREE one-year membership, which Morbark pays for, so they can become familiar with and participate in the organization's Chipper Operator, Chain Saw, Grounds Operations, and Aerial Lift Specialists safety training programs.
3. We continue to develop tools and offerings for the market based on customer input. Examples of these initiatives include:
   - Our recently developed model specific Parts Kits, which NJPA members can easily order at a discount through our Municipal Sales Team; and
   - Maintenance Made Easy program – a complete set of how to videos that walk customers step-by-step through frequent equipment maintenance tasks. These videos are accessible by scanning a QR Codes on decals that are strategically located on equipment or on a set of cards that can be ordered on our website or through a Morbark dealer.

20) Within the RFP category, there is the potential to be several different sub-categories of solutions. Identify the sub-category title(s) that would best describe your products, equipment and supplies.

Morbark Response:

Morbark has equipment solutions that can be classified under the following sub-categories:

Mini-skid steers; site-preparation equipment; municipal solid waste; composting; tree care; recycling equipment; and construction and demolition.

Signature:  Date: June 14, 2017