Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: RoadHog, 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
G / 22-23	$ 1,500,000 coverage	$ 1,000,000 coverage	Rejected - See Below

Proposer's Signature: _____ **Date:** 5/23/17

NJPA's clarification on exceptions listed above:

G/22-23 Insurance amounts are set out by Minnesota Law.

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: RoadHog, Inc. Date: 5/23/17

Company Address: Box 519

City: Brownsburg State: IN Zip: 46112

Contact Person: Bill Bethards Title: Regional Sales Manager

Authorized Signature: _____
(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-RDH

Proposer's full legal name: RoadHog, 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-RDH

Vendor Authorized Signatures:

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

Vendor Name RoadHog, Inc

Authorized Signatory's Title Sales Manager

VENDOR AUTHORIZED SIGNATURE

William J. Bethards
(NAME PRINTED OR TYPED)

Executed on 9/29, 2017

NJPA Contract # 052417-RDH

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: RoadHog, Inc.

Address: Box 519

City/State/Zip: Brownsburg, IN. 46112

Telephone Number: 877-640-9975

E-mail Address: bill@roadhog-inc.com

Authorized Signature: 5/23/17

Authorized Name (printed): Bill Bethards

Title: Regional Sales Manager

Date: 5/23/17

Notarized

Subscribed and sworn to before me this 23rd day of May, 2017

Notary Public in and for the County of Hendricks State of Indiana

My commission expires: September 06, 2022

Signature: Pamela J Edwards

PAMELA J EDWARDS
Notary Public, State of Indiana
Hendricks County
Commission # 657720
My Commission Expires
September 06, 2022

Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name: RoadHog, Inc.

Questionnaire completed by: Bill Bethards

Payment Terms and Financing Options

1) What are your payment terms 1% 10, 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?

   We do not offer in house financing, but several sources are available to municipal and educational entities through outside entities such as Public Finance, Louisville, Ky www.public-finance.com, as well as sources provided by our local dealer network.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

   The NJPA member will issue a Purchase Order to our local dealer, who will then issue a dealer Purchase Order to RoadHog. RoadHog will then enter that PO in to our sales system, which triggers the manufacturing process. Upon shipment, RoadHog will invoice the dealer, who in turn, will invoice the NJPA member upon delivery of our equipment.

4) Do you accept the P-card procurement and payment process? We currently do not have Purchasing Cards implemented in our payment plan.

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? Our standard warranty is 1 year, all parts and labor. See attached document.

  The engine on our engine driven units carry the standard manufacturers warranty, typically of 2 years or 2,000 hours, whichever comes first.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? No, our warranty is typical of industry standards.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? Our warranty covers mileage to and from the equipment's location.
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? There are no geographic areas of the United States that we cannot provide certified techicinans to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair? Warranty repairs will be performed by the local dealer.

- 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? We handle all warranties in house, then pass them on internally to the corresponding original equipment manufacturer. End users are not required to engage with the OEM at any point.

- What are your proposed exchange and return programs and policies? Parts suspected of being defective are returned by the servicing dealer. When parts are deemed to have a manufacturing defect, RoadHog will supply the dealer with a new part(s).

6) Describe any service contract options for the items included in your proposal. We offer extended warranties, priced on request.

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.

Hydraulically driven cold planer attachments for skidsteers that mill asphalt and concrete for repair of roadway surfaces.

Hydraulcally driven road saw attachments for skidsteers that cut asphalt and concrete, for expansion joints, utility cuts and cuts for traffic signal loop conduit.

Hydraulically driven pick up brooms for skidsteers for sweeping and collecting dirt and debris from roadways.

Hydraulicall driven angle brooms for skidsteers for sweeping dirt, snow and debris from roadways.

Engine driven cold planer attachments for skidsteers that mill asphalt and concrete for repair of roadway surfaces.

Engine driven cold planer attachments for loader backhoes that mill asphalt and concrete for repair of roadway surfaces.

Engine driven cold planer attachments for wheel loaders that mill asphalt and concrete during repair of roadway surfaces.

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.) We propose (and submit accordingly) our Published List Price pages (dated May of 2017) . The prices shown are list prices, and do NOT reflect the 7% discount we propose.

9) Please quantify the discount range presented in this response.

We propose a 7% discount from the published list prices shown and included in our response.

10) The pricing offered in this proposal is

c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

11) Describe any quantity or volume discounts or rebate programs that you offer. We offer a quantity discount of an additional 3% for orders placed at the same time for 3 or more items of the same line item/product model.

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. Any sourced products not included with our pricing, that may be requested by a member, are priced out at in a cost plus 10% basis and are quoted accordingly for each such 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.

Items NOT included with our response are quoted by and included in the quotation by the dealer to the end user.

These are initial inspection, set up, training and delivery charges to the end user.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program. RoadHog utilitizes the services of a nationwide brokerage servie to ensue the best possible price within a given shipping lane. Shipping is done via LTL, flatbed or containerized, or a combination of all of those. Since the prodcuts range in weight and dimensions, all freight quotes are done individually (by destination zip code) and are included in the net price quote to the dealer.

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

Shipping is done via LTL, flatbed or containerized, or a combination of all of those to Alaska, Hawaii and Canada. Since the prodcuts range in weight and dimensions, all freight quotes are done individually (by destination zip code) and are included in the net price quote to the dealer.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal. We have found that LTL or flatbed, or containerized shipments will suffice for shipping 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. All internal self audits for our current HGAC contract are done now by the sales department during each individual order entry and verified by our accounting department at that time and on a quarterly basis. RoadHog will adhere to current NJPA contract guidelines as per written.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.) We agree to pay NJPA a 2% fee for facilitating, managing and promoting this contract (per Section 6.29) in the event of an award.

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.

A) Roadway Surface Maintenance and Repair Equipment

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."

We pride ourselves in a customer call back in 1 hour or less, and a same day parts order fill rate of 98.5%. That support is backed up by a network of 60 dealers with 291 servicing locations.

21) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions. 100% U.S. content, manufactured in Brownsburg, Indiana, USA.

Signature: _____ Date: 5/25/17