Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: **Tiger Corporation**

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	

Proposer's Signature: *Shawn T. Cleary* **Date:** May 19, 2017

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: Tiger Corporation Date: MAY 19, 2017

Company Address: 3301 N. Louise Avenue

City: Sioux Falls State: SD Zip: 57107

Contact Person: SHAWN Cleary Title: President

Authorized Signature: _____ SHAWN T. CLEARY
(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-TGR

Proposer's full legal name: Tiger Corporation

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-TGR

Vendor Authorized Signatures:

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

Vendor Name Tiger Corporation

Authorized Signatory's Title President

VENDOR AUTHORIZED SIGNATURE

SHAWN Cleary
(NAME PRINTED OR TYPED)

Executed on 9/29, 2017

NJPA Contract # 052417-TGR

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: Tiger Corporation

Address: 3301 N. Louise Avenue

City/State/Zip: Sioux Falls, SD 57107

Telephone Number: 605.731.0404

E-mail Address: scleary@tigermowers.com

Authorized Signature: [signature]

Authorized Name (printed): SHAWN Cleary

Title: President

Date: MAY 19, 2017

Notarized

Subscribed and sworn to before me this 19 day of May, 2017

Notary Public in and for the County of Minnehaha State of South Dakota

My commission expires: 02/08/2022

Signature: [signature]

Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name: **Tiger Corporation**

Questionnaire completed by: **Shawn Cleary**

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?
Tiger policy allows Net 30 day payment terms. Exceptions can be made to this for special circumstances prior of acceptance of 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?
Yes. Tiger Corporation through Alamo Group Inc., has a relationship with KeyBank which offers governmental and educational institutions a capital goods leasing program.

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.
All orders will be sent to Tiger Corporation by either the Tiger dealer or purchasing entity by email or fax. Tiger will process the order through our sales office, which is part of the Tiger Sales Team. Orders transferred from Tiger quote and order forms to our Company manufacturing processing software. Tiger assigns a contract code to orders sold on a contract. We would create a NJPA code to enter into Tiger CRM system to assure all orders are tracked accordingly and quarter reports can be processed in a timely manner for NJPA sales tracking. Once the orders are placed in the system our team is able to track and/or update the order if any changes are required along with tracking the order from entry to completion and ship date. Tiger's accounting team with direction from Tiger management will track all NJPA orders and accrue the fees accordingly. The accounting office will submit the required quarterly reports. Currently Tiger's accounting team processes many states as well as GSA orders. Per Company policy the customer cannot be billed until the competed unit is delivered and accepted by the customer. Tiger's Authorized Dealer network is educated in the delivery of contract sales and aids in the order process as well as the delivery and payment process, working directly with the customer.

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?
Tiger currently does not accept P-cards, only because we have not had the need to do so. Tiger can certainly set-up and receive P-cards, and would not charge any additional costs to the NJPA Members. Tiger can and routinely accepts wire transfers for ease of payment.

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.
One (1) year standard warranty on all products. This covers any failure that happens under normal conditions. Customer will take products to Authorized dealer for review, and repairs are completed. Dealer will submit warranty claim through our "online" warranty claim service and determination is processed within 24 hours. The warranty start date is when the customer has received the product and places the product into service. Tiger does offer extended warranty for purchase. Warranty policy attached.

- Do your warranties cover all products, parts, and labor?
  Yes, as outlined in the Tiger Standard Warranty Policy (included)
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
  No, there are not hour limitations.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
  Yes, as outlined in the Tiger Standard Warranty Policy.
- 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?
  Every region in North America will be serviced by a Tiger Authorized dealer. Service as well as warranty repair will be provided through the Tiger Authorized 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?
  All warranties will be covered by Tiger Corporation with the exception of the tractor warranties. As a business partner with both New Holland and John Deere, their authorized dealer network will provide warranty and service for all tractor related repairs.
- What are your proposed exchange and return programs and policies?
  Depending upon the situation the customer will work directly with the Tiger Authorized Dealer for exchanges and return items. Tiger provides a limited number of rebuilt components and Dealers may return parts and whole goods in new and unused condition for full credit.

6) Describe any service contract options for the items included in your proposal.
Tiger currently does not offer service contracts. Tiger has a large network of Tiger Authorized Dealers, which maintain contracts with both service and parts to customers in localities for the US and Canada.

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.
Tiger manufactures and sells Tractor/Mower turnkey mowing units and tractor mowing attachments as well as truck mounted mowers that are offered to municipalities and governmental entities needing equipment for vegetation management control. Tiger has a complete service department to handle all service issues, and training programs that can be modified to fit the customer's needs.

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.)

The NJPA Member will be offered a 20% discount on each line item from Tiger listed MSRP prices. Prices are FOB destination. Tiger will supply NJPA, the Tiger Authorized Dealers and Customers with an interactive work sheet to order products and a copy of Tiger/NJPA Price List. Suggested NJPA Price List included in proposal.

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.
Tiger will offer a 20% discount on MSRP. An interactive quote and order work book will be provided for easy of ordering. Suggested Price List included in proposal.

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.
Based upon order quantities of three (3) units or more on the same order, Tiger would offer an additional 2% discount.

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.

Tiger will offer cost plus 12% on material costs and any additional labor charges for any 'sourced' or 'open market' or non-standard options.

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.
All costs of acquisition are included in the price book submitted. Tiger offers a complete unit with few options to allow the customer a quality product that they do not need to "option up" to assure they have the right machine for their vegetation issues. All labor and delivery are included in the price.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
All pricing is stated in FOB Destination, thus allowing customer to know total cost of acquisition. Ocean freight charges will be added to sales to Alaska and Hawaii, and determined at time of order submittal.

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

Tiger would quote the products FOB Sioux Falls, SD and would assist in arranging freight and documentation to Alaska, Hawaii and offshore. Tiger would honor the FOB Destination prices for shipments to Canada.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
Tiger ships all its products from their facility in Sioux Falls, SD. Delivery can be made to the nearest dealer location or to the customer's location. If Tiger Dealer receives the goods, they will prep the equipment for delivery and deliver to customer location. If goods are shipped to the customer location, the Tiger Dealer will visit the location and prep the equipment for in-service. We are very flexible in our delivery abilities and can accommodate any customer requirements.

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.
As a public company, Tiger is very attune to the importance of audit and process control. All NJPA Member orders will be audited at the order process by Tiger's Sales Order team member for compliance to pricing and fit and functionality of the product ordered. After the sales order is reviewed, the Tiger accounting department will monitor until ship/invoice is complete and reconcile all payments to dealer and the NJPA fees. Reports are written by IT department to accumulate all contract sales, and NJPA contract sales would be added to this report. Submittal of fees are usually paid after invoice is paid by customer. We engage in a monthly meeting to discuss what orders were under contract and were all conditions met and abided to. Alamo Group has an internal audit team that assists Tiger with this procedure to assure validity and adherence to contract specifics are handled correctly.

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.)
Tiger Corporation would propose a 2% fee that would be paid to NJPA for facilitating, managing, education and promoting this 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.
The subcategory that would best describe Tiger's product line would be Sub Category C) Road Right-of-Way Management Equipment and Chemicals: Our product line includes all equipment that a customer needs for vegetation and road side maintenance 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."
Tiger's Authorized Dealer network is extensive covering the entire North American Continent. Tiger's 88 Dealers with 241 locations have instant access to the local markets. Additionally Tiger's Authorized Dealer network is supported by a Tiger Customer Service Team that has over 97 years of combined experience to handle even the toughest parts and service problems a member might incur. We ship parts in an expedient manner with over a 98% average of same day shipments on our 'A' parts.

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

Tiger has embraced the manufacturing processes of "Lean Manufacturing". Tiger's product design and manufacturing teams streamline the processes to assure speed to market and short lead-times to its customers. Our evaluation of the correct use of materials, evaluated by the engineering team, and reviewed by a Professional Engineer (PE) on staff, assures the safest, most productive equipment is being made available. What differentiates Tiger is the adherence to this Lean philosophy, the solution for the customer is what dictates the path through this whole process. When the customer's solution is foremost in the minds of the manufacturer it is a win for all internal and external customers.

Signature: ***Shawn T. Cleary***

Date: ***May 19, 2017***

Form P

SIGNATURE PAGE

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

Proposer Name: **Tiger Corporation**

Questionnaire completed by: **Shawn Cleary**

Signature: _____ Date: May 19, 2017