Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Alamo Group (TX) 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
		No Exceptions	

Proposer's Signature: _____ **Date:** May 9, 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: Alamo Group (TX) Inc. Date: May 9, 2017

Company Address: 1502 E. Walnut Street

City: Seguin State: Texas Zip: 78155

Contact Person: Ian Burden Title: President

Authorized Signature: Ian Burden
(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-AGI

Proposer's full legal name: Alamo Group (TX) 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-AGI

Vendor Authorized Signatures:

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

Vendor Name Alamo Group (TX) Inc

Authorized Signatory's Title President

VENDOR AUTHORIZED SIGNATURE

Ian Burden
(NAME PRINTED OR TYPED)

Executed on October 3 2017

NJPA Contract # 052417-AGI

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: Alamo Group (TX) Inc

Address: 1502 E. Walnut Street

City/State/Zip: Seguin, Texas, 78155

Telephone Number: 830-379-1480

E-mail Address: bids@alamo-group.com

Authorized Signature:

Authorized Name (printed): Ian Burden

Title: President

Date: May 9, 2017

Notarized

ANNA GUTTIERREZ
Notary Public, State of Texas
My Commission Expires
June 11, 2017

Subscribed and sworn to before me this 10 day of May, 20 17

Notary Public in and for the County of GUADALUPE State of TX

My commission expires: JUNE 11, 2017

Signature:

Form P

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

Proposer Name: Alamo Group (TX) Inc.

Questionnaire completed by: Ian Burden

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?
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?
Extended terms are made available to members on a case-by-case basis. Our dealers do offer leasing capabilities through leasing agencies.

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.
Alamo Group (TX) Inc. will utilize a Business-to-Government order process and funds flow. We will establish a national marketing program for the contract. The Process Flow for NJPA orders is structured to make the buying process easy for the member:

- Members have the option of contacting their local authorized dealer or Alamo Group (TX) Inc. directly for the purchase. Either way the dealer will be involved throughout the entire process and for future servicing needs. The term "we" in the following information refers to the entity the member chooses to go to, either the dealer or Alamo Group (TX) Inc.
- Together we will determine if membership is already established. If it is not, we will work together to sign the member up and explain the values which come through membership. While at the website, we will point out where to locate information.
- Together with the member, we will define the scope of the purchase. We will include our contract number on the quote and any other accompanying documents, i.e. freight matrix, pages from our NJPA price book. We advise the member that verification of the information can be received by contacting the NJPA.
- If the quote is accepted, the members provide a purchase order to us and we place the order with the factory. Once the order is scheduled, a confirmation notice is sent to the member of the expected delivery date. An Advanced Ship Notice is sent to the member when the order is loaded for delivery.
- Our local dealer and our Territory Sales Manager deliver the order to the member. At which time we perform a full walk around of all equipment delivered which includes 1) how to operate the equipment, 2) reviewing the manuals, 3) discussing the general maintenance schedule, 4) assisting in registering the equipment, 5) going over the warranty process and 6) providing contact information.
- An invoice is sent to the member in the manner in which they need to receive it, i.e. email, mail, duplicate locations, online, etc. Payment is received in the manner the member wishes to pay, i.e. credit card, bank transfer, check, etc.
- If the order went through our dealer, they will send a copy of their invoice to the member and the members purchase order to us to be included in our NJPA fee documentation.
- Alamo Group (TX) Inc. runs a quarterly NJPA fee report and attaches appropriate documentation for each sale at the time the fee is remitted.

Yes, we will include our authorized dealer network in this proposal. One of the advantages Alamo Group (TX) Inc. offers to the members is if they choose to buy local we can support them with the large number of dealer locations we have throughout North America. The member will be allowed to choose going direct with Alamo Group (TX) Inc. or with their local authorized dealer. Our dealers will be trained on the NJPA features and benefits as well as on our NJPA process. They will be directed to lead with the NJPA award. When representing us they will be trained to utilize our NJPA marketing tools. We have included our dealer listing in this response. You may also locate them on our website under the "Find a Dealer" tab.

4) Do you accept the P-card procurement and payment process? Yes If so, is there any additional cost to NJPA Members for using this process? No

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. Alamo Group (TX) Inc. complete warranty coverage is documented in our Limited Warranty Statement and our Warranty Guide. See Attachment Form P5.

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

Yes, in accordance with Attachment Form P5.

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

As part of the selling process, we cover with the member the conditions and usage they will be operating the equipment in and we review any limitations or restrictions prior to selecting the right product.

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

Under normal circumstances travel time and mileage is not covered as stated in Attachment FormP5.

- 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?

We offer full range of coverage in the United States.

- 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 provide warranty on all components which fail during our standard warranty period as per our attached Limited Warranty Statement. We may consult with the OEM to determine if it is a defect versus user error. If it is determined to be user error, than warranty would not apply.

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

GENERAL POLICY FOR PARTS

Return Material Requests (RMR) are to be submitted through the Company's online system at www.alamoparts.com. The Dealer/Distributor is to submit the online RMR within 60 days of the invoice date. A Return Material Authorization (RMA) will be provided to the Dealer/Distributor. To be eligible for return, parts must be current, returnable, and in new/resalable condition. The parts must also be properly identified with the Alamo Industrial part number. All parts are subject to final acceptance by Alamo Industrial before credit is issued. Damaged, unidentifiable, or otherwise rejected or unacceptable parts will be held for 30 days after the Dealer/Distributor has been notified of the rejection.

GENERAL POLICY FOR WHOLEGOODS

Our authorized dealers have trade-in programs for wholegoods, we do not get involved in these programs. We do not have a return policy for our wholegoods as we address reasons for returns in other manners. For example, if our equipment is not meeting their expectation or ours we will work towards finding the root cause and fixing the equipment so that it operates properly. We stand behind our product and will conduct all appropriate actions, including extending warranty when the equipment is out of the period. We make sure the customer accepts the equipment before we close out an issue.

6) Describe any service contract options for the items included in your proposal. Our dealer network offers service contracts.

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.
Alamo Group (TX) Inc. is offering its full-specialized line of equipment including boom, rotary and flail mowers, tree and brush cutters, ditchers, sickle bars mounted to large agriculture tractors as well as our line of remote controlled tool carriers for use in highway mowing to land- clearing jobs. We will also offer OEM parts and inventory management services and specialized training courses to support our equipment.

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 pricing model is based on offering a discount off our standard published list price for our products and OEM parts. See Attachment Form P8. A freight matrix is included to calculate freight for the delivery of the equipment. See Attachment Form P14. Our standard UPS rates apply for OEM part orders which typically are considerably lower than the member receives due to our large volume of shipments. Our Safety Program pricing for our training is listed at a net price according to training needed. See Attachment Form A27.

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. Alamo Group (TX) Inc. has given the members a fair and equitable price which is below our standard pricings. We are offering a 15% discount for all our hydro and universal equipment, a 3% discount for our TRAXX RF Remote Control Mower and a 2% discount for parts.

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.

____X___d. other than what the Proposer typically offers (please describe).

Our pricing is better than the Proposer typically offers to an individual municipality, university, or school district.

11) Describe any quantity or volume discounts or rebate programs that you offer. None are offered.

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.

Alamo Group (TX) Inc. will provide all products within our product line, OEM parts and specialized training as requested by the NJPA member. If the NJPA member's request includes a custom solution, including sourced goods, we will respond to their requirements using our NJPA pricing as a baseline and adding any additional features, options or upgrades and listing the "sourced goods" product as an open market item. Our NJPA discount will apply to the sourced goods.

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. Not applicable

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

In most cases Alamo Group (TX) Inc. has an advantage in negotiating shipping costs with the carriers as a result of the large volume of shipping we handle annually. We pass this savings on to our customers. Our carrier system is an online, real time search system, which takes our requirement and matches it to one of many carriers we have approved to handle our equipment. The system searches by availability and pricing. As a result, there are times a carrier does not have a full load with another company and we can make the load and share in the cost, which can reduce the member's freight expense. The members have the option of a direct delivery to their location or one to the dealer who in turn takes it to the member. In either case, once the delivery is made the dealer and Alamo Group (TX) Inc. will conduct the walk around and inspection to ensure everyone is satisfied. For shipping rates see Attachment Form P14.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
Alamo Group (TX) Inc. has the capabilities to handle door to door deliveries throughout the world. Everything outside of North America is negotiated at the time of the order due to exchange rates, carrier changes and required delivery dates. Our authorized dealers in all North American locations have a contracted freight agreement with us and will pass that along to the member along with any local charges that are applicable.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
Alamo Group (TX) Inc. has several different types of OEM part inventory programs with our most successful being our P.O.D.s (Parts on Demand). We place parts at the customers designated location/s on consignment. The customer does not pay for the inventory until they use it. At which time we replenish it to ensure a continuous supply. We also offer a vendor managed inventory program. We work together to assign a minimum/maximum level on the parts. Regular visits are made to the inventory location to review the levels, place stocking orders and deliver additional stock to support the levels. There is no additional charge for any of these inventory management programs. Many of our dealers offer delivery services on parts at no additional charge to the member. Alamo Group (TX) Inc. has been supporting the privatization of parts and services for over seven years. Many customers have employed a third party to manage their parts inventory and service work on site. These companies purchase on behalf of the customer, therefore we have developed agreements, which have extended from the customers agreements with us to offer competitive pricing to these onsite companies. We can see this may bring in additional revenue through our NJPA award in the future.

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.

Alamo Group (TX) Inc. begins the compliance process during the training of our dealers and our internal teams. Everyone is given the requirements to remain in compliance at all times.

- Membership number is written on all documents
- Contract number is written on all documents
- Members purchase order must accompany our dealers order.
- Our dealers invoice to the member must be submitted prior to commission payment.
- NJPA price book is clearly noted to be used only for all NJPA requests. This price book is under the NJPA section of our dealer portal.
- Our NJPA process, which has been documented throughout this RFP, is provided at each training as well as being online in our dealer portal.
- NJPA sales are noted on our order form and are flagged at order entry to maintain compliance in remitting our fees.
- All of our orders including NJPA orders are thoroughly reviewed for accuracy, contract compliance and pricing at our daily Sales Order Review meeting.
- Alamo Group (TX) Inc. contacts our NJPA contract manager each time we have questions regarding something not clearly defined in the contract.
- Our dealers and/or Territory Sales Managers forfeit their commission if they do not follow our NJPA process.

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.) Based on the scope of products, parts and service we would represent on this award and our anticipated sales volume, we are willing for NJPA to impose an administrative fee of 1% of the total quarterly end user invoiced amount for the equipment. Freight charges will not be used in this calculation. Please keep in mind that as governmental agencies adopt the NJPA contract, their agency fees are almost always being passed on to us, the contract holder. We have seen their administrative fee to be on average 3%.

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. Subcategories C and D that best describe our 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."
Alamo Group (TX) Inc. is about finding solutions for members once we have listened to what the member needs. Because we have a full time design and maintenance engineering team we are capable of modifying our equipment quickly to offer the needed solution. Our competitors are not able to offer the same. We require all our authorized dealers to maintain service trucks in order to offer quick support to the members when they are in need. We support our dealers OEM parts inventory with over $4.5 million at our plant in Seguin Texas in order to insure the support needed when a member has a need. Our dealers offer maintenance packages to help reduce the overall cost of running the equipment for the member. The member has the opportunity at any time to contact their local dealer or they can get assistance direct from the factory which is backed by the engineers who built the product. No other company is able to offer this type of support.

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

We utilize SolidWorks 2017 software to design, model and evaluate the structural integrity of our products using finite element analysis (FEA). Critical components are then subjected to physical cycle testing to support the analytical data. Our products utilize self-contained hydraulic systems. This design criteria eliminates potential tractor hydraulic system failure and cross contamination as encountered by our competition. Our oil reservoirs are fabricated from hot rolled pickled and oiled steel. The pickling process entails the use of strong acids to descale and remove surface impurities which might otherwise contribute to hydraulic system contamination. We utilize welded industrial hydraulic cylinders with a heavy duty cross tube design. Some competitors cut cost by using lower quality, agricultural-style tie rod cylinders with threaded clevis-style ends. Our products meet or exceed the ANSI and ISO safety standards for industrial mowing equipment; ANSI (American National Standards Institute), ISO (International Organization for Standardization).

Signature: _____ Date: 5/19/2017