

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
AND SOLUTIONS REQUEST**



Company Name: Trail King Industries, Inc.

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: Michael Hoshika Date: 5/14/15



Contract Award
RFP 052015 #

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED
ACCESSORIES, ATTACHMENTS AND SUPPLIES

In compliance with the Request for Proposal (RFP) for PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Trail King Industries, Inc. Date: 5/14/15
Company Address: 300 East Norway
City: Mitchell State: SD Zip: _____
Contact Person: Michael Heschke Title: Director Government Sales
Authorized Signature (ink only): Michael Heschke Michael Heschke
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

**NJPA 052015 PORTABLE CONSTRUCTION AND MAINTENANCE EQUIPMENT AND TRAILERS
WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES**

Trail King Industries, Inc.

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be July 21, 2015 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

NJPA Executive Director

(Name printed or typed)

Awarded this 21st day of July, 2015 NJPA Contract Number 052015-TKI

NJPA Authorized signature:

NJPA Board Member

Scott Veroren

(Name printed or typed)

Executed this 21st day of July, 2015 NJPA Contract Number 052015-TKI

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Trail King Industries, Inc.

Vendor Authorized signature:

Michael Heschke

(Name printed or typed)

Title: Director of Government Sales

Executed this 22nd day of July, 2015 NJPA Contract Number 052015-TKI

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[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: Trail King Industries Inc.

Contact Person for Questions: Michael Herschke

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 300 East Norway

City/State/Zip: Mitchell, SD 57301

Telephone Number: 605-995-3600 Fax Number: 605-996-4727

E-mail Address: mheschke@TrailKing.com

Authorized Signature: Michael Herschke

Authorized Name (typed): Michael Herschke

Title: Director of Government Sales

Date: 5/14/15

Notarized



Subscribed and sworn to before me this 14 day of May, 2015

Notary Public in and for the County of Davison State of SD

My commission expires: 2-1-2018

Signature: Ellen Neugebauer



PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: Trail King Industries, Inc.

Questionnaire completed by: Mike Heschke

Payment Terms and Financing Options

- 1) Identify your payment terms if applicable. Trail King offers 1% discount if invoice is paid within 10 days. If the customer does not pay within 10 days, then there are net 30 day terms.
- 2) Identify any applicable leasing or other financing options as defined herein. Trail King has a financing/leasing division TK Express, securing the very best terms and conditions tailored to each customer's needs. Last year TK Express helped hundreds of customers secured over 100 million dollars' worth of business.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
 - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network? Trail King will engage its entire dealer network to support and promote our newly acquired contract. They will be authorized to accept PO's from all NJPA members. All dealers are required to provide the name of the purchasing entity, and any affiliations they have before an order is accepted by Trail King.
- 4) Do you accept the P-card procurement and payment process? YES, Trail King does accept this type of payment.

Warranty

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure. Trail King's warranty starts when the customer takes delivery. Each trailer model has a defined time line of coverage most of which are 3 – 5 years. (See Figure 6) This time frame can be extended 12 additional months when completed warranty registration card is returned to our home office in Mitchell SD. (See Figure 7) If a condition occurs that a customer feels is warrantable, they must call or email the warranty department before repairs are performed. During the call or after receiving an email, a warranty authorization number will be established. This number must be recorded on the claim form that will be provided. (See Figure 8) Payment to the repairing facility will occur after the completed claim form is returned.
- 6) Do all warranties cover all products/equipment parts and labor? Trail King's warranty encompasses all trailer models.
- 7) Do warranties impose usage limit restrictions? No usage limit is imposed only a time frame schedule.
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs? Trail King utilizes its dealer network to perform most warranty issues. We require the purchaser to bring our trailer to one of our authorized dealer locations or they can take it to the facility of their choice. If the need arises, Trail King will make arrangements to bring the unit to one of our factory locations.
- 9) Please list any other limitations or circumstances that would not be covered under your warranty. There are parts that were not defective when they left the factory but may wear out during our warranty period. These parts are such as, light bulbs, paint, brake lining, brake drums, wood pieces and equipment that has been repaired, replaced or altered by someone other than Trail King or one of our authorized dealers.
- 10) Please list 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? Trail King will seek out preferred repair facilities that are close to the customer. Some individuals have relationships with repair facilities and would prefer to use them. Trail King's goal is to achieve the most time efficient way to repair any issues.

Equipment/Product/Services, Pricing, and Delivery

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal. Trail King is offering a full line of trailer models covering the commercial, construction, agricultural, and material hauling markets.
- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount). Trail King's price pages show list pricing. The first price for the base model encompasses all the standard equipment. As you look through the price pages, any item with \$0.00 price would be a standard option and is included in our base model pricing. You can add substitute options or additional options for the price represented for that option. (See Figure 9)
- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list. Trail King is offering a 15% discount off our published list pricing.
- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed. Trail King's discount percentage will be applied to all line items being purchased by an NJPA member. A complete list of trailer model SKU/Item numbers has been compiled. (See Figure 10)
- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options"). Trail King has a process in place for individuals that may have a custom hauling requirement. After fully understanding the customer's needs, a quote request is initiated by our sale team. The appropriate departments are engaged and determine what is needed to fulfill the customer's demands. We then provide a custom part number which are 80,000 numbers for Open Deck trailers and 60,000 numbers for Material Hauling trailers.
- 16) Describe your NJPA customer volume rebate programs, as applicable. Trail King does offer price considerations on volume buys and will evaluate each opportunity as it is presented.
- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer. Trailer inspection and set-up is normally handled by one of Trail King's dealer representatives. This is handled on an hourly rate of \$125.00 per hour and is payable to the dealer representative.
- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program. Trail King's transportation department has a variety of options available. Most of our Material Hauling trailers (Side Dump, Bottom Dump, Construction Live Bottom, AG Live Bottom, and Aluminum Pneumatic) are tall and require us to hire a tractor and pull the unit to the proper destination. A cost is obtained from a carrier specializing in this form of transportation. This method is sometimes requested by the customer on other trailer models as well. We can also load a customer's unit on top of a trailer with other units that have a delivery destination similar to the NJPA member. Trail King has established freight zones maps and rate schedules that correspond to the location of where the unit is manufactured. (See Figure 10) The NJPA member is always welcome to call Trail King and discuss the method that works best for their situation or make their own shipping arrangements.
- 19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

 - _____ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school District.
 - ___X___ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
 - _____ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
 - _____ d. Other; please describe.
- 20) Do you offer quantity or volume discounts?

___X___ YES _____ NO Outline guidelines and program. On buys of 5 or more units, Trail King will offer an additional 2% discount. Note: The discount is only applied when the purchaser orders 5 like trailers, and they are manufactured simultaneously.
- 21) Describe in detail your proposed exchange and return program(s) and policy(s). Trail King's order placement processes and trailer quotes are very detailed alleviating any need for return. However, if something were to occur and required this level of attention, Trail King would work with the customer to make sure it was resolved.
- 22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services. Trail King's level

of commitment is the same to Hawaii, Alaska, and other off shore locations as it is to the Continental United States. Our order placement and trailer quotes are extremely detailed. If there is an occurrence or discrepancy, Trail King will work with each individual to make sure the issue is resolved.

- 23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible. Trail King will utilize the detailed processes that were implemented to audit and maintain their GSA contract. Resources from all internal departments were retained to develop and streamline a program. This program has worked extremely well since inception of our contract on January 2011.

Industry Specific Items

24) What is your US market share for the solutions you are proposing in this response? Trail King continues to be one of the top five manufacturers in every segment we participate in.

25) Do you hold any industry-specific quality management system certifications such as ISO 9001? Trail King is currently in the process of obtaining an ISO 9001 rating. We have just completed stage 1 audits held by an external auditing firm and will have an ISO 9001 rating by 3rd quarter of this year.

26) Do you hold any environmental management system certifications such as ISO 14001? Trail King does not hold this type of environmental certification but is extremely conscious of its impact to the environment.

27) What is your Canadian market share (if any) for the solutions you are proposing in this response? Canadian market share information is extremely difficult to obtain. Trail King has been in the Canadian market for many years and has two dedicated District Sales Managers that live and work there.

28) Is your warranty program handled directly, or does it require a pass through to another manufacturer? Trail King has its own warranty department with staffing at our Mitchell, SD and Fargo, ND facilities.

29) For how many years have the models you are proposing in this response been available in the marketplace? Most all of the proposed models have been manufactured and available for over 30 years. Trail King is vigilant to improve each trailer model with new engineering designs and technological advances.

30) What is your parts order fill rate? Our two locations (Mitchell SD and West Fargo ND) are staffed with several people that strive to fill orders the same day they are received. Special manufactured part orders do require additional time to fill but normally are turned in a few days.

31) Do you provide preventive maintenance programs for the solutions you are proposing in this response? Trail King does not offer a preventive maintenance program. Our District Sales Managers and our service representatives will explain in detail, at the time of trailer delivery, what is required to properly operate and maintain our trailers. This information is also available in our printed manual that is provided with every trailer we deliver.

Signature: Michael Heschke Date: 5/14/15