Meeting Date: **8/30/2016**

Report Type: Consent

Report ID: 2016-00825

City of SACRAMENTO 11

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Cooperative Purchase Agreement: Replacement Tractors

Location: Citywide

Recommendation: Pass a Motion 1) approving the use of the National Joint Powers Alliance (NJPA) cooperative purchase agreement with Deere and Company (Contract No. 021815-DAC) for the purchase of two replacement tractors in an amount not to exceed $145,648; and 2) authorizing the City Manager or the City Manager's designee to execute the purchase specified above.

Contact: Iseña Garcia, Program Specialist, (916) 808-1163; Mark Stevens, Fleet Manager, (916) 808-5869, Department of Public Works

Presenter:

Department: Public Works Department

Division: Fleet Management

Dept ID: 15003211

Attachments:

1-Description/Analysis

2-Agreement

City Attorney Review

Approved as to Form
Gary Lindsey
8/12/2016 2:59:20 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 8/10/2016 6:59:58 AM

Description/Analysis

Issue Detail: The Department of Public Works (DPW), Fleet Management Division, has a customer requirement to purchase two replacement tractors for the Department of Utilities (DOU), Operations and Maintenance Division and the DPW, Recycling and Solid Waste Division.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.56.

Economic Impacts: None

Environmental Considerations:

> **California Environmental Quality Act (CEQA):** No environmental review is necessary because the recommendations in this report involve the purchase of equipment and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.
>
> **Sustainability:** The recommended purchase is consistent with the Fleet Sustainability Policy adopted by City Council on February 16, 2010 (Resolution No. 2010-083).

Commission/Committee Action: None

Rationale for Recommendation: After reviewing the available purchase options, Fleet Management has determined that using the cooperative purchase agreement with NJPA and Deere and Company represents the most advantageous purchasing strategy. The contract was competitively bid, and NJPA receives greater discounts from the manufacturer due to a higher purchase volume than the City would receive if issuing its own bid.

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating costs through volume buying. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protest, and administration of the contract. It is often more cost-effective to eliminate the cost and time spent on these administrative processes and purchase items and services through a cooperative purchasing program.

The City has used both regional and national cooperative purchase agreements to complement its own contracting initiatives. Cooperative purchasing enables City departments to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions. Cooperative purchasing also leverages internal and external resources to maximize cost savings opportunities for the City.

Financial Considerations: The recommended purchase of two replacement tractors in an amount not to exceed $145,648 will be made from the DPW FY2016/17 operating budget (Fleet Fund, Fund 6501) and charged to the multi-year operating projects (MYOP) for replacement vehicles and equipment listed in the following table. Sufficient funds are available in each of these budgets to make the recommended purchase.

Customer	MYOP	Fund Name	Fund No.	Replacement Unit	Model No.	Unit Cost
DPW	I06147017	Solid Waste	6007	9709	5100M	$60,112
DOU	I06141017	Storm Drainage	6011	10735	6110M	$85,536
						$145,648

Local Business Enterprise (LBE): Deere and Company is not an LBE. The minimum LBE participation requirement is waived for the City's use of cooperative purchase agreements that have been competitively bid, evaluated, and awarded by other governmental agencies that may or may not have similar LBE programs.

Contract Award
RFP 021815 #

FORM D

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

AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES

In compliance with the Request for Proposal (RFP) for AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES 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: Deere & Company Date: 2-6-2015

Company Address: 2000 John Deere Run

City: Cary State: NC Zip: 27513

Contact Person: Collis Jones Title: Manager Government Sales

Authorized Signature (ink only): Collis Jones Collis Jones
(Name printed or typed)

John Deere - Tractors/Ag Imp

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE
Our step-by-step guide

Contract#: 021815-DAC
Category: Construction & Agricultural Equipment
Description: Ag Tractors & Associated Equipment and Imp
Maturity Date: 03/17/2019

As a world leader in agriculture, construction and turf care, we'
NJPA membership through contract 021815-DAC. We spend o
feedback into every machine. Through 021815-DAC we can pr
of agricultural tractors and/or implements together with relate
www.JohnDeere.com/govsales. Plus, with every purchase, you
expert technicians, a comprehensive parts inventory and com
consider us for your next purchase.

Vendor Contact Info

Bill Frank
Direct Phone: 972-974-0984
FrankWilliamD@JohnDeere.com
www.johndeere.com

National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES

RFP Opening

FEBRUARY 19, 2015
8:00 a.m. Central Time
At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #021815

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #021815 AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES. Details of this RFP are available beginning JANUARY 7, 2015. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until FEBRUARY 18, 2015 at 4:30 p.m. Central Time at the above address and opened FEBRUARY 19, 2015 at 8:00 a.m. Central Time.

RFP Timeline

JANUARY 7, 2015	**Publication of RFP in the print and online version of the Minneapolis *Star Tribune*, in the print and online version of the *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to:** http://www.njpacoop.org/oregon-advertising)**, in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.**
FEBRUARY 4, 2015 10:00 a.m. Central Time	**Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference).**
FEBRUARY 10, 2015	**Deadline for RFP questions.**
FEBRUARY 18, 2015 4:30 p.m. Central Time	**Deadline for Submission of Proposals. Late responses will be returned unopened.**
FEBRUARY 19, 2015 8:00 a.m. Central Time	**Public Opening of Proposals.**

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.

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1 DEFINITIONS

A. CONTRACT

"Contract" as used herein shall consist of: this RFP, pricing, fully executed forms C, D, F & P from the Proposer's response pursuant to this RFP, and a fully executed form E ("Acceptance and Award") with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

B. CURRENCY

All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

C. EXCLUSIVE VENDOR

A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

D. FOB

FOB stands for "Freight On Board" and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. "FOB Destination" defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer's designated delivery point. FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

E. HUB PARTNER

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

F. PROPOSER

A company, person, or entity delivering a timely response to this RFP.

G. REQUEST FOR PROPOSAL

Herein referred to as RFP.

H. SOURCED GOODS

A Sourced Good or Open Market Item is a product within the RFP's scope - generally deemed incidental to the total transaction or purchase of contract items - which a member wants to buy under contract from an Awarded Vendor that is not currently available under the Vendor's NJPA contract.

I. TIME

Periods of time, stated as number of days, shall be in calendar days.

J. TOTAL COST OF ACQUISITION

The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user's location.

K. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA shall advertise this solicitation: 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; 4) in the hard copy print and online editions of the USA Today; and 5) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, PublicPurchase.com, MERX and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

3.3.1 **Subject to Approval of the NJPA Board**: NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other States and Canadian Provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units…may jointly or cooperatively exercise any power common to the contracting parties…" This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save the time and effort of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. **National contract awarded by the NJPA Board of Directors:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee reviews and recommends vendors for to award a national contract by the action of the NJPA Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract which offer opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four year term contract with a fifth year contract option resulting from this RFP;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP

3.11.3 Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

3.11.4 Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies

3.12 Exclusive or Multiple Awards: Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

3.15 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES.

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation, **NJPA seeks a full line of full-sized tractors within this AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES category**. NJPA reserves the right to accord more weight to responses that contain a greater complement of agricultural tractors that exceed 100 horsepower (PTO).

3.17.1 In addition to AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES **this solicitation should be read to include, but not limited to:**

3.17.1.1 Tractors, Combines, Tilage Equipment, Sprayers, Spreaders, Planters and Seeders, Hay and Forage Equipment.

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.2.1 Respondents must include in their proposal at least one tractor with at least 100 horsepower (PTO). Failure to comply with this requirement may disqualify your proposal.

3.1.2.2 This solicitation should not be construed to include lawn mowers or to include ONLY skid steers, implements, trailers, compact tractors, utility tractors, or garden tractors.

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/ products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

3.24.1.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 Contract Term: At NJPA's option a contract resulting from this RFP will become effective either the date awarded by the NJPA Board of Directors or the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards;

3.31.2.2 identify the equipment/products and services being proposed; and

3.31.2.3 differentiate equipment/products and services from others.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by

industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS BASED SOLICITATION

3.37 NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation." This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests." RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to ensure proposers have enough time to complete and deliver the proposal to our office.

B. PRE-PROPOSAL CONFERENCE

4.2 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP and hear answers to their own questions and the questions of other Potential Proposers. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

4.4 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

4.6 Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

E. PROPOSAL FORMAT

4.7 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

4.9 Format for proposal response: All proposals must be physically delivered to NJPA at the above address in the following form and with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response:

4.9.1 Hard copy original signed, completed, and dated forms C, D, F and hard copy signed signature page only from forms A and P from this RFP;

4.9.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer;

4.9.3 Hardy copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a CD (Compact Disc) or flash drive. The copy shall contain completed Forms A, B, C, D, F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to statute, NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

4.10 All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the Proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

4.12 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening",** and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the authorized signer in original ink on all copies to be considered.

4.14 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

4.14.1 Proposer's are responsible for checking directly with the NJPA website for addendums to this RFP.

4.14.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.15 Upon examination of this RFP document, Proposer shall promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

4.16 Submit all questions about this RFP, in writing, referencing AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES to Jonathan Yahn, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Jonathan Yahn at (218) 895-4144. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Jonathan Yahn. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered; however, communications permitted include: NJPA issued addenda or potential Vendor withdrawal of their response prior to RFP submission deadline.

4.17 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

4.18 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

4.19 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

4.20 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current and Pending Solicitations" and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

4.21 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice shall be submitted in writing and include the signature of the Proposer

and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

4.23 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions. The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

4.24 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES and advances to provide equipment/products/services or supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products/services and training. Value added could include areas of equipment, product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

4.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase equipment/products and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

4.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the equipment/products and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

4.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

4.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

H. PROPOSAL OPENING PROCEDURE

4.29 Sealed and properly identified Proposer's Responses for this RFP entitled AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the

deadline for receipt of, and proposal opening identified on page one of this RFP**. We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Jonathan Yahn 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES. To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

I. NJPA'S RIGHTS RESERVED

4.30.1 Reject any and all Proposals received in response to this RFP;

4.30.2 Disqualify any Proposer whose conduct or Proposal fails to conform to the requirements of this RFP;

4.30.3 Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;

4.30.4 Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by NJPA and the modifications make the terms of the Proposal more favorable to NJPA, and accept such Proposal as modified;

4.30.5 At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;

4.30.6 Extend the Contract, in increments determined by NJPA, not to exceed a total contract term of five years; and

4.30.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA.

4.30.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA should correct or amend any segment of the RFP after submission of Proposals and prior to announcement of the Awarded Vendor, all Proposers will be afforded ample opportunity to revise their Proposal to accommodate the RFP amendment and the dates for submission of revised Proposals announced at that time. NJPA will not be liable for any errors in the RFP or other responses related to the RFP.

4.30.9 Extend proposal due dates.

5 PRICING

5.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

5.2 RFP is an Indefinite Quantity Equipment/Products and Related Service Price and Program Request with potential national sales distribution and service. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD or thumb drive along with other requested information as a part of a Proposer's Response.

5.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

5.4 All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include an effective date, preferably in the top right corner of the first page of each pricing document.

A. LINE-ITEM PRICING

5.5 A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

5.6 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 The purpose for a searchable excel spreadsheet format for Line-Item Pricing is to be able to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

5.9 All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers are asked to provide both a published "List" price as well as a "Proposed Contract Price" in their pricing matrix. Published List price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 A specific percentage discount from a Catalog or List price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the equipment/products or related services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products/services, defined as Hot List pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Equipment/products and related services may be added or removed from the "Hot List" at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

5.19 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

5.21 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

5.22 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

5.23 The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order. Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's

dock., your proposal should identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The Proposal should reflect that the "contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None."

H. SOURCED PRODUCT/EQUIPMENT / OPEN MARKET ITEMS

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request product/equipment and/or related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service list or catalog. These items are known as Sourced Product/Equipment or Open Market Items.

5.27 An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

5.27.1 Identify all such equipment, products and services as "Sourced Products/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member; and

5.27.2 Follow all applicable acquisition regulations pertaining to the purchase of such equipment, products and services, as defined by NJPA or NJPA Member receiving quotation from Vendor; and

5.27.3 Ensure NJPA or the NJPA Member has determined the prices as quoted by the Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member/buyer; and

5.27.4 Identify all product/equipment sourced as a part of an NJPA contract purchase with all required NJPA reporting and fees applying.

5.28 Cost plus a percentage is an option in pricing of sourced goods.

I. PRODUCT & PRICE CHANGES

5.29 Requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website) and signature of an authorized Vendor employee. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager and PandP@njpacoop.org.

5.30 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

5.31 Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA

product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

5.32 New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP. New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

5.34 DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

5.35 PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

5.35.2 *Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases. Price increases will not exceed industry standard.

5.36 Submit the following documentation to request a pricing change:

5.36.1 Signed NJPA Price and Product Change Form

5.36.2 Single Statement of Pricing Excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

5.36.2.1 Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

5.36.2.1.1 Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

5.36.2.1.2 Create a historical record of pricing.

5.37 NJPA reserves the right to review additional catalogs being proposed as additions or replacements to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience.

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

5.40 All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

5.41 Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

J. PAYMENT TERMS

5.42 Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable.

5.43 If applicable, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used and should identify:

5.43.1 General leasing terms such as:

5.43.1.1 The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and

5.43.1.2 The index rate being adjusted; and

5.43.1.3 The "Purchase Option" at lease maturity ($1, or fair market value); and

5.43.1.4 The available term in months of lease(s) available.

5.43.2 Leasing company information such as:

5.43.2.1 The name and address of the leasing company; and

5.43.2.2 Any ownership, common ownership, or control between the Proposer and the Leasing Company.

K. SALES TAX

5.44 Sales and other taxes shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each

NJPA Member is responsible for providing verification of tax exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

L. SHIPPING

5.45 NJPA desires an attractive freight program. A shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of equipment/products. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. COD orders will be accepted if both parties agree. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

5.46 Selection of a carrier for shipment or expedited shipping will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the party who requested.

5.47 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

5.48 All shipping and re-stocking fees must be identified in the price program. Certain industries providing made to order product/equipment may not allow returns. Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects.

5.49 Proposer agrees shipping errors will be at the expense of the Vendor.

5.50 Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

5.51 Delivered products/equipment must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/products shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the equipment/products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.

5.52 Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior equipment/products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of non-conforming equipment/products, NJPA Member will notify the Vendor as soon as possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on equipment/products that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged equipment/products.

5.55 Vendor may not substitute equipment/products unless agreed to by both parties.

5.56 Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee establishes both the evaluation criteria and designates the relative importance of those criteria by assigning possible scores for each category on Form G of this RFP.

6.2 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

6.3 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for level one and level two responsiveness. If a response does not reasonably and substantially conform to all the terms and conditions in the solicitation or it requests unreasonable exceptions, it may be considered non-responsive.

6.5 All proposals must contain answers or responses to the information requested in the proposal forms. The following items constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. If these are not received, your response may be disqualified as non-responsive.

6.6 Level One Responsiveness includes:

6.6.1 received prior to the deadline for submission or it will be returned unopened;

6.6.2 properly addressed and identified as a sealed proposal with a specific opening date and time;

6.6.3 pricing document (with apparent discounts), sample certificate of liability insurance and all forms fully completed even if "not applicable" is the answer;

6.6.4 original signed, completed and dated RFP forms C, D, and F hard copy signed signature page Only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP;

6.6.5 an electronic copy (CD or flash drive) of the entire response; and

6.6.6 falls within the scope as determined by the NJPAs Proposal Evaluation Committee.

6.7 "Level Two" responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested. Any questions not answered will result in a loss

of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Evaluation Criteria: Forms A and P includes a series of questions encompassing, but not limited to, the following categories:

- **6.8.1** Company Information & Financial Strength
- **6.8.2** Industry Requirements & Marketplace Success
- **6.8.3** Ability to Sell & Deliver Service Nationwide
- **6.8.4** Marketing Plan
- **6.8.5** Other Cooperative Procurement Contracts
- **6.8.6** Value Added Attributes
- **6.8.7** Payment Terms & Financing Options
- **6.8.8** Warranty
- **6.8.9** Equipment/Products/Services
- **6.8.10** Pricing & Delivery
- **6.8.11** Industry Specific Items

6.9 Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to these items.

D. OTHER CONSIDERATION

6.10 The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the equipment/products and/or related services.

6.11 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

6.12 If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

6.13 NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

6.14 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

6.15 NJPA shall reserve the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

6.17 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA.

F. MARKETING PLAN

6.18 A key element of an NJPA awarded a contract will be based on your marketing response to this solicitation. An awarded Vendor's sales force will be the primary source of communication to the customers and NJPA members directly relating to the contract success. Success in marketing is dependent on delivery of messaging and communication relating to the contract value, knowledge of contract, proper use and the delivery of contracted equipment/products and related services to the end user. Much of the success and sales reward is a direct result of the commitment to the Contract by the vendor and sales teams. NJPA reserves the right to deem a proposer non-responsive or to not award based on an unacceptable or incomplete marketing plan

6.19 NJPA marketing expectations include:

6.19.1 Vendors ability to demonstrate the leveraging of a national sales force and/or dealer network. Vendors must demonstrate the ability to sell, service and deliver products and equipment through acceptable distribution channels to customers and NJPA members in all 50 states. Demonstrate fully the sales and service capabilities of your company through your response; outline Vendor's national sales force network in terms of numbers and geographic location and method of distribution of the equipment/products and related services. Service may be independent of the equipment/product sales pricing but is encouraged to be a part of your response and contract.

6.19.2 Vendor is invited to demonstrate the ability to successfully market, promote and communicate the opportunity of an NJPA contract to current and potential members nationwide. NJPA desires a marketing plan that communicates the value of the contract to members.

6.19.3 Vendor is expected to be receptive to NJPA sales trainings. Vendor shall provide a venue for appropriate personnel from both management and the sales force who will be trained. NJPA commits to providing contract sales training and awareness regarding all aspects of communicating the value of the contract itself including: the authority of NJPA to offer the contract to its Members, value and utility the contract delivers to NJPA Members, scope of NJPA Membership, authority of NJPA Members to utilize NJPA procurement contracts, marketing and sales methods, and overall vertical strategies.

6.19.4 Vendor is expected to demonstrate the intent to a commit to full embracement of the NJPA contract. Identify the appropriate levels of sales management and sales force that will need to understand the value of and the internal procedures necessary, to deliver the NJPA contract solution and message to NJPA and NJPA Members. NJPA shall provide a general schedule and a variety of methods surrounding when and how those individuals will be trained.

6.19.5 Vendor will outline their proposed involvement in the promotion of a contract resulting from this RFP through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows.

6.19.6 Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials including, but not limited to:

6.19.6.1 Complete Marketing Plan. Proposer shall submit a marketing plan outlining how the Vendor will launch the NJPA contract to current and potential NJPA Members. NJPA requires the Awarded Vendors to embrace and actively promote the Contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logo and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposer will outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed and linked on the Proposer's website. An on-line shopping experience for NJPA Members is desired when applicable.

6.19.7 An NJPA Vendor Contract Launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions and/or assumptions to the insurance requirements ***must*** be identified on ***Attachment C.*** Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor ***must*** provide the Certificate of Insurance identifying the coverage as specified**.**

6.23 Insurance Liability Limits: The awarded vendor must maintain, for the duration of its contract, $1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of $1.5 million. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance: Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy

may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence $1,500,000

6.24 Insurance Requirements: The limits listed herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 Please propose an order process and funds flow. The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

6.28 Additional Terms and Conditions can be added at the PO level if both Vendor and Member agree.

I. ADMINISTRATIVE FEES

6.29 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

6.29.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction; and

6.29.2 Included in, and not added to, the pricing included in Proposer's Response to the RFP; and

6.29.3 Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%. NJPA does not mandate a specific fee percentage, we merely state that 2% is a typical fee across our contracts. The administrative fee percent varies among vendors, industries and responses.

6.29.5 NJPA awarded contract holder is responsible for the Administrative Fee and related reporting.

6.30 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire Form P.

J. VALUE ADDED

6.31 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

6.32 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

6.33 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

6.34 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

6.35 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

6.36 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

6.37 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

6.38 Technology: Technological advances, increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

7 POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase Orders for equipment/products and/or related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase Orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

7.2 Governing Law. Purchase Orders shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

7.3 Additional Terms and Conditions. Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

7.4 Specialized Service Requirements. In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will provided by NJPA to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors are responsible for providing a quarterly sales report of contract sales every quarter regardless of the existence or amount of sales.

D. AUDITS

7.8 No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request to be served through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits or other considerations.

7.10 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and to the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s). The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order. Under no circumstance is Proposer permitted to make unauthorized substitutions. Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

7.13 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

7.13.1 The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;

7.13.2 The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;

7.13.3 NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Vendor fails to respond;

7.13.4 The Vendor fails to observe any of the material terms and conditions of the Contract;

7.13.5 The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.

7.13.6 The Vendor fails to report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.

7.13.8 In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

7.14 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within sixty (60) days, contract will be terminated.

7.15 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

7.16 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.

7.17 NJPA may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

7.18 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

7.19 Events of Automatic termination to include, but not limited to:

7.19.1 Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,

7.19.2 Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

8 GENERAL TERMS AND CONDITIONS

A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 NJPA's interest in a contract resulting from this RFP: Not withstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

8.4 Governing Law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

8.6 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

8.7 Other Laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

8.8 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

8.9 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and Copyright Infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. NJPA shall notify members by posting approved assignments on the NJPA website (www.njpacoop.org) within 15 days of NJPA's approval.

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic

information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

8.15.1 make the request within thirty days of award/non-award, and include the appropriate statutory justification. Pricing is generally not redactable. The NJPA Legal Department shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Bids & Contracts department of the NJPA shall inform the Proposer, in writing, of such determination; and

8.15.2 defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

8.16 This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information is in possession of the NJPA. When the situation warrants, Proposer may be able redact additional nonpublic information after the evaluation process if legal justification is provided and accepted by NJPA.

G. ENTIRE AGREEMENT

8.17 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

I. GRATUITIES

8.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA.

J. HAZARDOUS SUBSTANCES

8.20 Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

K. LICENSES

8.21 Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

8.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) calendar days after the public notice or announcement of the award. A protest must include:

8.25.1 The name, address and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the Representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal–agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]

Form A

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP**.** Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. ***Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.***

Company Information & Financial Strength

1) Why did you respond to this RFP?
2) What are your company's expectations in the event of an award?
3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
4) Demonstrate your financial strength and stability.
5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
6) Provide a brief history of your company that includes your company's core values and business philosophy.
7) How long has your company been in the AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES industry?
8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
   a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
   b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
   c) Are these individuals your employees, or the employees of a third party?
   d) If applicable, is the Dealer Network independent or company owned?
9) Please provide your bond rating, and/or a credit reference from your bank.
10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
12) Provide all "Suspension or Disbarment" information as defined and required herein.
13) In addition to the $1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

Industry Requirements &Marketplace Success

15) List and document recent industry awards and recognition.
16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

Proposer's Ability to Sell and Deliver Service Nationwide

19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

Marketing Plan

27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
28) Describe how you would market/promote an NJPA Contract nationally to ensure success**.**
29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
34) Do you view your products/equipment applicable to an E-procurement ordering process?
____ Yes ____ No
    a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

Other Cooperative Procurement Contracts

36) Describe your level of experience with national, state and local cooperative contracts.
37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
38) Identify any GSA Contracts held or utilized by the Proposer.

39) What is the annual combined dollar sales volume for each of these contracts?
40) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
41) How would you leverage an NJPA awarded contract in your sales process?
42) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

Value Added

43) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? ____ Yes ____ No
44) Is this training standard as a part of a purchase or optional?
45) Describe current technological advances your proposed equipment/products and related services offer.
46) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
47) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
48) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
49) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
50) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
51) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
52) Describe any unique distribution and/or delivery methods or options offered in your proposal.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Authorized Signer for your organization*:

Name: _____

Email: _____Phone: _____

* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name:_____Title:_____

Email: _____Phone:_____

Your Primary Contact person regarding your proposal:

Name: _____Title:_____

Email: _____Phone:_____

Other important contact information:

Name: _____Title:_____

Email: _____Phone:_____

Name: _____Title:_____

Email: _____Phone:_____

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SOLUTIONS REQUEST

Company Name: _____

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: _____ **Date:** _____

NJPA's clarification on exception/s listed above:

Contract Award
RFP 021815 #

FORM D

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

AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES

In compliance with the Request for Proposal (RFP) for AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES 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: _____ Date: _____

Company Address: _____

City:_____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____ _____
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 021815 # _____

_____
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 _____, 20_____ 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 _____ day of_____, 20_____ **NJPA Contract Number 021815 #**

NJPA Authorized signature: _____ _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number 021815 #**

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

Vendor Name _____

Vendor Authorized signature: _____ _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number 021815 #**

Form F

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: _____

Contact Person for Questions: _____

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

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address:_____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES

Conformance to Terms & Conditions	50	
Financial, Industry Requirements & Marketplace Success	75	
Proposer's Ability to Sell and Deliver Service Nationwide	100	
Proposer's Marketing Plan	50	
Value Added Attributes	75	
Warranty	50	
Equipment/Products and Related Services	200	
Pricing	400	
TOTAL POINTS	**1000**	

Reviewed by: _____ Its_____

_____Its_____

Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

1) Identify your payment terms if applicable. (Net 30, etc.)
2) Identify any applicable leasing or other financing options as defined herein.
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 he Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
4) Do you accept the P-card procurement and payment process?

Warranty

5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
6) Do all warranties cover all products/equipment parts and labor?
7) Do warranties impose usage limit restrictions?
8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
9) Please list any other limitations or circumstances that would not be covered under your warranty.
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?

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.
12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
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.
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").
16) Describe your NJPA customer volume rebate programs, as applicable.
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.
18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

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.

_____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?

_____ YES _____ NO Outline guidelines and program.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

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

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.

Industry Specific Items

24) Do you hold any industry-specific certifications such as ISO?
25) Are any of the facilities LEED certified?
26) What is your US market share for the solutions you are proposing in this response?
27) What is your parts order fill rate?
28) Do you provide preventive maintenance programs for the solutions that you are proposing?
29) What is your Canadian market share for the solutions that you are proposing?

Signature: _____Date: _____

10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with $1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions For Vendor

Pursuant the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager **AND**: **PandP@njpacoop.org.**

NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

> *NOTE:* New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

> *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.
>
> *Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/products or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME: _____

NJPA CONTRACT NUMBER: _____

- ☐ Adding Equipment/ Products /Services
- ☐ Deleting/Discontinuing Equipment/Products/Services
- ☐ Price Increase
- ☐ Price Decrease

Section 3. Detailed Explanation of Need for Changes

List equipment/products and/or services that are changing, being added or deleted from previous contract price list along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or equipment/product/service changes.

SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.

If adding equipment/products/services, provide a general statement how these are in the scope.

If changing prices and/or adding equipment/products/services, provide a general statement that the pricing or equipment/products/services is consistent with existing NJPA contract pricing.

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

☐ Yes ☐ No

Section 5. Signatures

_____ _____
Vendor Authorized Signature Date

_____
Print Name and Title of Authorized Signer

_____ _____
NJPA Executive Director Signature Date

Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globallocator/
https://harvester.census.gov/imls/search/index.asp
http://nccsweb.urban.org/PubApps/search.php
http://www.usa.gov/Government/Tribal-Sites/index.shtml
http://www.usa.gov/Agencies/State-and-Territories.shtml
http://www.nreca.coop/about-electric-cooperatives/member-directory/
Oregon
Hawaii
Washington

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 021815# AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES

Deere & Company
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 March 17, 20 15 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: _____ Dr. Chad Cauette
NJPA Executive Director (Name printed or typed)

Awarded this 17th day of March, 20 15 **NJPA Contract Number 021815-DAC**

NJPA Authorized signature: _____ Scott Verner
NJPA Board Member (Name printed or typed)

Executed this 17th day of March, 20 15 **NJPA Contract Number 021815-DAC**

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

Vendor Name Deere & Company

Vendor Authorized signature: _____ Collis Jones
(Name printed or typed)

Title: Manager, Government Sales

Executed this 30th day of March, 20 15 **NJPA Contract Number 021815-DAC**

Form A

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: Deere & Company Questionnaire completed by: Collis Jones, Tamara Hebert & Bill Frank

Please identify the person NJPA should correspond with from now through the Award process:

Name: Tamara Hebert E-Mail address: GNSBids@JohnDeere.com

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. ***Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.***

Company Information & Financial Strength

1) Why did you respond to this RFP?

John Deere Ag & Turf currently holds 2 NJPA contracts (070313-DAC, 031711-DAC) and we have partnered with the NJPA since 2009. Our partnership with the NJPA has proven to be beneficial for us, our dealers and the NJPA Members. John Deere is confident that it can continue to offer an array of products that fall within the scope of this RFP and meet the needs of NJPA Members.

2) What are your company's expectations in the event of an award?

John Deere expects to continue to partner with NJPA as we have since 2009 and provide unmatched products and service to NJPA and its members. We've established good communication and an excellent working relationship with NJPA and we expect this to continue should we be awarded a contract.

3) Provide the full legal name, address, tax identifications number, and telephone number for your business.

Deere & Company
2000 John Deere Run
Cary, NC 27513
Tax ID: 36-2382580
800-358-5010, opt. 2

4) Demonstrate your financial strength and stability. Our 2014 Annual Report is enclosed on CD as part of our proposal.

5) Are you now, or have you ever been the subject of a bankruptcy action? No. Please explain.

6) Provide a brief history of your company that includes your company's core values and business philosophy.

Deere & Company, founded in 1837 (collectively called John Deere), has grown from a one-man blacksmith shop into a corporation that today does business around the world and employs approximately 56,000 people. The company continues to be guided, as it has been since its beginning, by the core values exhibited by its founder: integrity, quality, commitment and innovation. John Deere is the world's leading provider of advanced products and services for agriculture and forestry and a major provider of advanced products and services for construction, lawn and turf care, landscaping and irrigation. John Deere also provides financial services worldwide and manufactures and markets engines used in heavy equipment.

7) How long has your company been in the AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES industry? John Deere has been involved with the manufacturing of tractors since 1918.

8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed? Manufacturer

   a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing. N/A
   b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.

      John Deere Company partners with independently owned John Deere dealerships that will deliver and service the products contemplated in this RFP

   c) Are these individuals your employees, or the employees of a third party?

      The individuals will be employees of the independently owned John Deere dealership.

   d) If applicable, is the Dealer Network independent or company owned? Independent

9) Please provide your bond rating, and/or a credit reference from your bank.

   Our 2014 Annual Report is enclosed on CD as proof of Deere's financial strength.

10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.

    To the best of our knowledge, Deere & Company maintains all licenses and certifications necessary to conduct its business (e.g. its sale of agricultural equipment) in the United States.

11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."

    Not applicable. John Deere partners with independently owned John Deere dealerships.

12) Provide all "Suspension or Disbarment" information as defined and required herein. N/A

13) In addition to the $1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.

    Deere maintains auto liability insurance for its owned, hired and non-owned auto exposures with a limit of liability in the amount of $2,000,000 per accident and workers' compensation insurance coverage for its employees that fulfills statutory requirements.

    John Deere dealers will be delivering, setting up and performing any requested services for equipment sold off the contract resulting from this RFP. John Deere dealerships are independently owned and operated and they are responsible for maintaining their own insurance.

14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

    Deere & Company does not view its dealers as subcontractors. John Deere dealerships are independently owned and operated. On Deere & Company's behalf, the dealers will essentially be providing Turn-Key Solutions based on the definition of Turn-Key given in the RFP. A single price for equipment/products, delivery, and installation

to a properly operating status will be provided to NJPA Members by the dealer. The dealer will be the Member's equipment expert. John Deere plans to utilize the contract resulting from this RFP to provide agricultural tractors, tractor implements (loaders, rotary cutters, flail mowers, scrapers, etc.), combines, cotton pickers, cotton strippers, hay balers, tilling equipment, sprayers, planters, drills, seeding equipment, ag management solutions and various other attachments.

Industry Requirements &Marketplace Success

15) List and document recent industry awards and recognition.

2014

MOLINE, Illinois (March 20, 2014) – For the eighth consecutive year, Deere & Company has been included on Ethisphere Institute's "World's Most Ethical Companies" list. The research-based Ethisphere Institute is dedicated to the creation, advancement and sharing of best practices in business ethics, corporate social responsibility, anti-corruption and sustainability.

http://www.deere.com/en_US/corporate/our_company/news_and_media/press_releases/2014/corporate/2014march20_corporaterelease.page

MOLINE, Illinois (November 12, 2014) – Deere & Company has been selected 16th on the 2014 Global Top Companies for Leaders list – a comprehensive study that recognizes best-in-class management practices, especially in the area of leadership development.

http://www.deere.com/en_US/corporate/our_company/news_and_media/press_releases/2014/corporate/2014nov12-corporaterelease.page

2013

For the seventh consecutive year, in 2013 Deere & Company was been included on Ethisphere Institute's "World's Most Ethical Companies" list. Ethisphere Institute is dedicated to the creation, advancement and sharing of best practices in business ethics, corporate social responsibility, anti-corruption and sustainability.

http://www.deere.com/wps/dcom/en_US/corporate/our_company/news_and_media/press_releases/2013/corporate/2013mar8_corporaterelease.page

For the fifth consecutive year, Deere & Company has achieved a ranking among Fortune magazine's Top 50 Most Admired Companies. The 2013 listing was announced February 28, 2013. Deere is ranked 40th on the Most Admired list, which is created after an assessment of more than 1,400 companies around the world and a survey of business leaders worldwide.

http://www.deere.com/en_US/corporate/our_company/news_and_media/press_releases/2013/corporate/2013feb28_corporaterelease.page

2012

John Deere 7280R Awarded Tractor of the Year for 2012 at Agritechnica, the World's Largest Indoor Farm Show.

http://www.deere.com/wps/dcom/en_US/corporate/our_company/news_and_media/press_releases/2011/agriculture/2011dec05_7280rtractor.page

16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

Mohave Educational Services Cooperative, Inc.
Nancy Colbaugh – Contract Specialist I
625 E. Beale St
Kingman, AZ 86401
928-718-3228

Kansas Department of Administration
Procurement & Contracts
John Lowe – Procurement Officer
900 SW Jackson St, Rm 451 South
Topeka, KS 66612
785-296-3126

Texas Association of School Boards (TASB) / BuyBoard
Connie Burkett – Contract Administrator
P.O. Box 400
Austin, TX 78767-0400
800-695-2919, ext. 7152

17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.

Total sales by contract for each John Deere fiscal year are shown below:

Federal contracts: FY12 ($22M); FY13 ($20.5M); FY14 ($27.3M)

State of Oklahoma: FY12 ($12.8M); FY13 ($12.3M); FY14 ($10.8M)

State of Ohio STS: FY12 ($13.3M); FY13 ($16.4M); FY14 ($22.1M)

National Purchasing Partners (NPP): FY12 ($3.3M); FY13 ($12M); FY14 ($6.5M)

State of Michigan: FY12 ($4M); FY13 ($8.8M); FY14 ($8.8M)

Contact Information
Contracting Officer
General Services Administration **(GSA)**
Automotive Center
1800F Street NW
Washington, DC 20405
Ag Tractor Contract #GS-30F-0007T

Contracting Officer
General Service Administration **(GSA)**
GSA GAS 3QSAC
20 N 8th St., Room 1029
Philadelphia, PA 19107
UV Contract #GS-07F-9670S

Contracting Officer
U.S. General Services Administration **(GSA)**
1500 E. Bannister Rd – Rm. SBE16-1

Kansas City, MO 64131
L&G Contract #GS-06F-0083S

Oklahoma:
Office of Management & Enterprise Services
Central Purchasing Division
Joyce Leivas
Will Rodgers Bldg, Suite 116
2401 N. Lincoln
Oklahoma City, OK 73105
405-521-2479

Ohio:
DAS-Office of Procurement Services
Terri Villavicencio
4200 Surface Rd
Columbus, OH 43228

NPP:
National Purchasing Partners, LLC.
Molly Deter
PO Box 66911
St. Louis, MO 63166

MI:
Procurement
DTMB – Procurement
Yvon M. Dufour - Buyer
Constitution Hall, 1st Floor – North East
525 W. Allegan
P.O. Box 30026
Lansing, MI 48933
Office: 517-284-6996

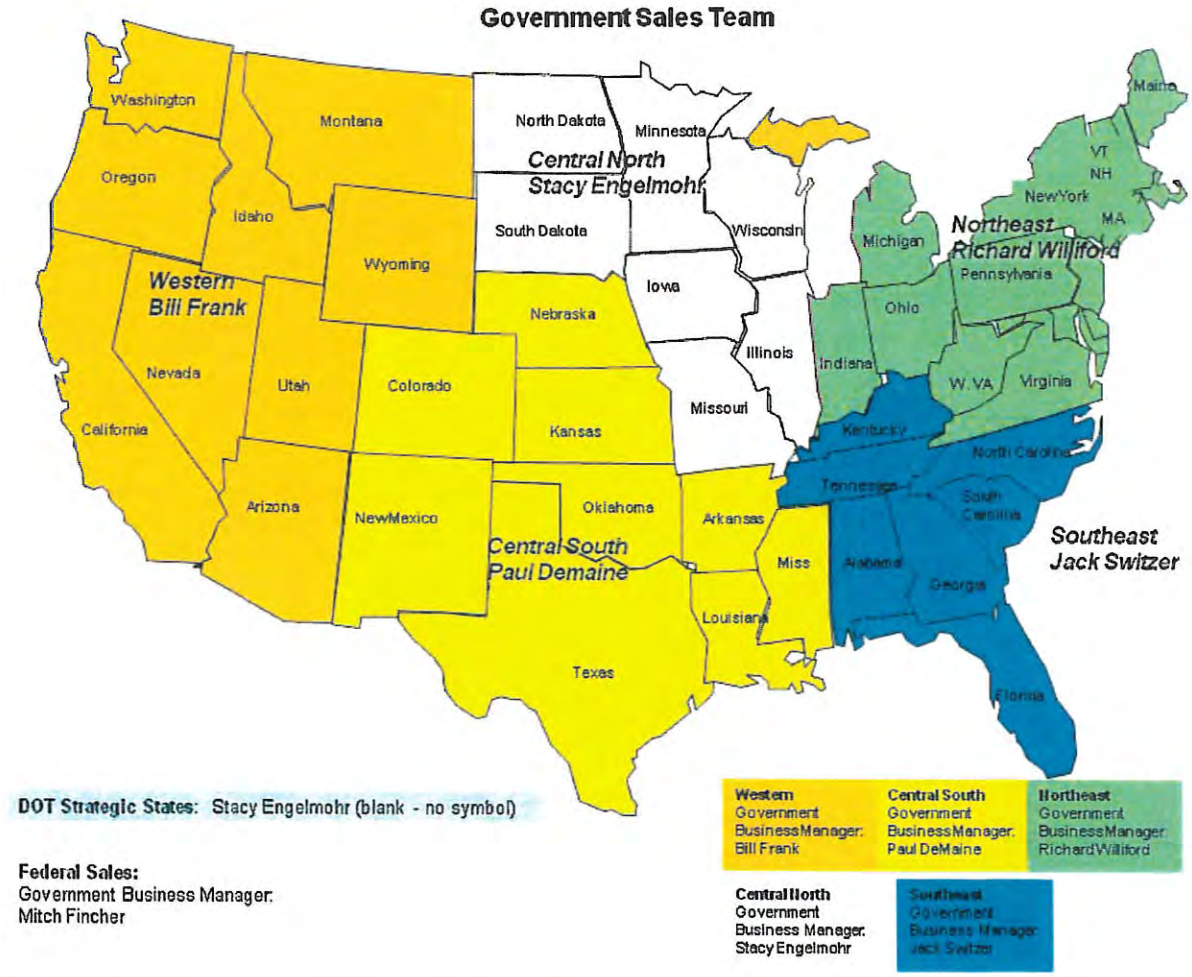
18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

Our sales history can't easily be dissected to a level low enough to separate sales based on government, schools and non-profit agencies. Total sales volume for all state and cooperative contracts for fiscal year 2014 was $193M.

Proposer's Ability to Sell and Deliver Service Nationwide

19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?

John Deere has a dedicated governmental sales department, based out of Cary, NC, that focuses 100% of their time on the sales and processing of agricultural and turf equipment to governmental and other public agencies. We have a total of 6 Government Business Managers, one of which is dedicated strictly to federal sales. The 5 remaining Government Business Managers are ultimately responsible for state governmental sales in their respective geographies, dedicating 100% of their time to growing the John Deere governmental sales business. See map below for a representation of the geographic dispersion of the 5 government business managers responsible for state sales.



The government business managers develop relationships and understand the equipment needs of federal purchasing agents, state purchasing agents and state fleet administrators, i.e. Department of Transportation, Department of Natural Resources. The government business managers also work with John Deere dealers to provide training and a greater understanding of the selling process. The John Deere dealer is ultimately responsible for delivering and supporting the equipment. In relation to the potential NJPA Agricultural Equipment Contract, the government business managers would promote the contract to state purchasing agents and state fleet administrators, who either do not have their own state purchasing contract or have product gaps in their contracts.

20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?

John Deere provides more than tough, reliable, easy-to-use equipment that keeps operators safe, productive, and on-schedule; it includes a nationwide dealer network offering best-in-class parts, service, and support. We know the government landscape and make everything easy, from the initial purchase to service and support. The John Deere dealer network, with over 2,000 locations nationwide, would be responsible for servicing the equipment sold to the Members of the NJPA. While each independently owned dealer differs in their attention focused on the sale of the products and services contemplated in this RFP, a combination of after-hours service (varies by dealer), online support (online parts ordering system), and dealer dedication gives Members the service needed to avoid costly downtime. The John Deere parts ordering system, available to all dealers, gives Members the parts they need anytime, with more than 375,000 parts in stock and ready to ship fast and overnight, if needed. Most dealers offer some form of mobile maintenance service which provides convenient, on-site service. Technicians are factory-trained on the service and support of the products contemplated in this RFP.

21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?

John Deere provides reliable, easy-to-use equipment that keeps operators safe, productive, and on-schedule; it includes a nationwide dealer network offering best-in-class parts, service, and support. We know the government landscape and make everything easy, from the initial purchase to service and support. The John Deere dealer network, with over 2,000 locations nationwide, would be responsible for servicing the equipment sold to the members of the NJPA. While each independently owned dealer differs in their attention focused on the sale of the products and services contemplated in this RFP, a combination of after-hours service (varies by dealer), online support (online parts ordering system), and dealer dedication gives members the service needed to avoid costly downtime. The John Deere parts ordering system, available to all dealers, gives members the parts they need anytime, with more than 375,000 parts in stock, ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products contemplated in this RFP.

John Deere also has an entire department of approximately 30 people dedicated to government sales. This includes an Order Management Team, who audits and processes every PO, and contract administrators, who ensure contract compliance is maintained.

22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?

The John Deere dealer network, with over 2,000 locations nationwide, would be responsible for servicing the equipment sold to the members of the NJPA. While each independently owned dealer differs in their attention focused on the sale of the products and services contemplated in this RFP, a combination of after-hours service (varies by dealer), online support (online parts ordering system), and dealer dedication gives members the service needed to avoid costly downtime. The John Deere parts ordering system, available to all dealers, gives members the parts they need anytime, with more than 375,000 parts in stock ready to ship fast and overnight, if needed. Most dealers offer some form of mobile maintenance service which provides convenient, on-site service. Technicians are factory-trained on the service and support of the products contemplated in this RFP.

23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.

As stated above, the support of equipment ultimately takes place through the John Deere dealer network. While customer service inevitably varies within the dealer network, the consistent training that is offered by John Deere Company to dealer technicians and parts personnel throughout the United States helps provide each agency with a similar customer experience. Should there be a need for equipment service, it will be the NJPA Member's responsibility to contact the delivering dealer for service. The Member can also work with other dealers if necessary, as warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be solved by the John Deere dealer, the dealer works with John Deere's dealer technical assistance center for elevated support. This process is typically transparent to the customer.

24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.

John Deere plans to serve the following governmental and educational agencies utilizing the contract discounts proposed in this RFP: state, city, county, municipal, local tax-supported governmental agencies, turnpikes, airports, housing authorities, electric cooperatives, water cooperatives, K-12 public school systems, public and private higher education facilities such as colleges and universities, museums, libraries and volunteer fire departments.

Other non-profit NJPA Members will also be able to have their equipment needs met by purchasing directly from our dealers utilizing the community service discount we already have in place for such entities.

25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)

John Deere will NOT be offering and promoting an awarded contract to non-profit NJPA Members that do not fall under one of the government funded categories listed in Question 24. However, these types of non-profit NJPA Members will be able to have their equipment needs met by purchasing directly from our dealers utilizing the community service discount we already have in place for such entities.

26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

As far as offshore shipping, John Deere will only ship to Alaska and Hawaii. For deliveries to Alaska or Hawaii, factory freight to the delivering dealer will be paid by the NJPA Member. The equipment will be FOB origin. Factory freight is known at the time of quoting, and will be included on the quote to the NJPA member. For all other deliveries within the continental US, the equipment will be FOB destination (the NJPA member will NOT be charged factory freight to the delivering dealer).

The dealer may charge $4.00 per loaded mile to deliver equipment from the dealership to the agency's location (charge should be clearly indicated on agency purchase order or quote). This applies to all 50 states. Ordering agency may use the dealer for delivery, may pick-up the equipment, or may contract for delivery with anyone it chooses.

Marketing Plan

27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.

Should we be awarded a contract to sell the products contemplated in this RFP, we will follow the same process we use for the two NJPA contracts we currently hold. We will first communicate the contract award via a standardized internal procedure. This process includes an email announcement to all John Deere dealers that explains the award and then directs them to an internal website that provides greater information on contract pricing, eligible customers, dealer compensation, etc. The John Deere Government Business Managers will work closely (through individual and regional training events and regular dealer visits) with dealers in geographies that lack a state contract or have product gaps to help them understand the NJPA contract benefits and eligible customers.

28) Describe how you would market/promote an NJPA Contract nationally to ensure success.

As described in question 19, John Deere has a dedicated department that focuses 100% of its time on sales of agricultural and turf equipment to governmental and other public agencies. Should John Deere be awarded a contract to sell the products contemplated in this RFP, we would first communicate the contract award via a standardized internal procedure. This process includes an email to all John Deere dealers that explains the contract award and then directs them to an internal website that provides detailed information on contract pricing, eligible customers, dealer compensation, etc. The John Deere Government Business Managers would work closely (through individual and regional training events and regular dealer visits) with dealers in geographies that lack a state contract or have product gaps to help the dealers understand the NJPA contract benefits and eligible customers. The Government Business Managers would also discuss the contract with key state fleet administrators who've expressed an interest or who offer great sales potential due to limited state contracts. John Deere would also attend regional and state government shows.

29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.

John Deere currently uses several forms of marketing to target the governmental and public customer segment:

- We've created a website where we prominently advertise the cooperative contracts we currently hold.
    - http://www.deere.com/wps/dcom/en_US/industry/governmental_and_related_businesses/cooperative_purchasing/cooperative_purchasing.page?
- Each year, the company produces a purchasing guide for government equipment, which includes landscape equipment such as mowers, compact tractors and utility vehicles. This purchasing guide, available in both print and electronic (CD) format, is used by the John Deere dealer network to promote the products contemplated in this RFP. We have included a copy of the 2014 Government Equipment Purchasing Guide in CD format for your review.
- John Deere provides templates online for dealers to create their own mailings to promote products to governmental and public agencies.
- John Deere also prints detailed marketing brochures for the products being contemplated in this RFP. This literature is made available to dealers and includes features and benefits and equipment specifications.
    - We've also enclosed a hard copy of our new "quad-fold" brochure that features NJPA.

30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.

JohnDeere.com provides detailed product information for the products being contemplated in this RFP. Customers are able to view information on product features, specifications, and accessories. Utilizing JohnDeere.com, NJPA members would be able to "build-their-own" product. Customers choose the product category and subsequent product options to configure their desired piece of equipment. Manufacturer's Suggested Retail List Price is shown. The website will not show the NJPA contract discount, but if the NJPA member knows the discount on the particular product category, they will be able to determine their purchase price. See the attached links for examples of product information and "build-your-own" available through JohnDeere.com.

Product Information

http://www.deere.com/en_US/industry/agriculture/agriculture.page

Build-your-own

http://configurator.deere.com/servlet/com.deere.u90947.eproducts.view.servlets.EProductsInitializationServlet?userAction=&sbu=AG&lang=en&country=us

31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.

NJPA will play a key role in working with and supporting the John Deere Government Business Managers, by helping the Business Managers promote the NJPA contract and recognize key opportunities in states that show a willingness to adopt NJPA. Conference calls and/or webinars with the John Deere Government Business Managers will be a valuable tool. Because the Business Managers have a strong relationship with the John Deere dealers, the business managers will help the dealers understand the contract and market it in their particular areas. The business managers will help the John Deere dealers understand the steps necessary to sign up new NJPA members as well. Furthermore, in certain geographies, webinars could be used to help John Deere dealers understand the NJPA contract. These opportunities would typically be initiated by John Deere and considered on an individual basis depending on the needs of a particular region.

32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.

Our six Government Business Managers are dedicated full time to serving the public sector and leveraging opportunities. These managers personally train John Deere dealer salespeople on outreach and all other public sector keys to success.

33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract.

Senior Management is very committed to supporting this potential contract. If it wasn't for Senior Management's commitment, the success we've had with our two current NJPA contracts would not exist today nor would the relationships we've developed with both NJPA and its members. Our history speaks for itself.

34) Do you view your products/equipment applicable to an E-procurement ordering process? Yes and No.
____ Yes ____ No

a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.

We currently use E-procurement systems in North Carolina and Virginia (eVA) because we are contractually required to do so. The system does provide the state a constant record of sales activity, but administratively, E-procurement is not a seamless process for us. When it comes to John Deere equipment, there are thousands upon thousands of configurations. Because Deere's price pages are in pdf format, we can't just simply upload the pricing into the E-procurement systems. We have to manually construct base machines by model and enter them individually. Doing it this way means the agency is not getting the complete picture of what we have available. They're only getting a "sample". For the most part, agencies still feel most comfortable with working directly with the dealer to ensure they're getting equipment that will best suit their needs.

35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

Please see #32 above. Additionally, all facets of our pricing strategy are clearly stated for our sales force (John Deere dealers) within our dealer-accessed website that is dedicated to the public sector. Contract information (pricing, discounts, guidelines, etc.) is also posted on our website for the dealers.

Other Cooperative Procurement Contracts

36) Describe your level of experience with national, state and local cooperative contracts.

John Deere currently holds over 90 state and/or other cooperative contracts within the United States.

37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.

Total sales volume for all state and cooperative contracts for fiscal year 2014 was $193,110,788.

38) Identify any GSA Contracts held or utilized by the Proposer.

GS-06F-0083S (Lawn and Garden Equipment)
GS-07F-9670S (Utility Vehicles)
GS-30F-0007T (Agricultural Equipment)

39) What is the annual combined dollar sales volume for each of these contracts?

GS-06F-0083S (Lawn and Garden Equipment) – FY2014 $4.3M
GS-07F-9670S (Utility Vehicles) – FY2014 $3.2M
GS-30F-0007T (Agricultural Equipment) – FY2014 $3.8M

40) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.

John Deere currently holds over 90 state and/or other cooperative contracts within the United States. There are some geographical markets that have historically utilized local and or State contracts. However, we have and will continue to offer NJPA as a viable alternative to those contracts in all of those markets.

41) How would you leverage an NJPA awarded contract in your sales process?

We plan to especially promote the NJPA contract in those states where we have no state contract presence and in those states where the contracts we hold don't offer our full line of products. This has worked very well for us and NJPA in the past.

42) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

The proposed administrative fee payable to NJPA is 1%.

Value Added

43) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? ____ Yes __X__ No

The John Deere dealer is ultimately responsible for delivering and supporting the equipment. However, any NJPA member will be allowed and encouraged to call the John Deere governmental sales direct toll-free number (800-358-5010, option 2) for assistance with locating their nearest dealer. John Deere does offer distance-learning classes on the operation and adjustment of equipment for certain products. To date, this has primarily been for larger equipment, targeted at farm customers. Many John Deere dealers offer local training, which is at the discretion of the dealer.

44) Is this training standard as a part of a purchase or optional?

Training is not part of the purchase and will be negotiated between the dealer and the NJPA Member.

45) Describe current technological advances your proposed equipment/products and related services offer.

Technology is at the heart of business innovation and John Deere utilizes the latest software and technological breakthroughs in providing customers with state-of-the-art products and services. John Deere prides itself on developing products with cutting edge technology. Several examples of a technological initiative that will provide a major competitive advantage and continued industry leadership position to John Deere are listed below:

John Deere FarmSight – a new equipment information management strategy for farm and business needs. There are 3 ways that FarmSight can help improve a farm's productivity and profitability: 1) Machine Optimization allows one to easily manage equipment maintenance and monitor fuel levels, service needs and diagnostic codes. 2) Logistics Optimization lets you track your equipment from anywhere you have a wireless connection, provide operators with maps and directions to save time. 3)Ag Decision Support helps you respond to changing conditions and manage risk with easily accessed, timely information about your operation. The John Deere dealer can also

monitor selected equipment so they can respond more quickly. Geofences and equipment curfews can be created to help keep your fleet secure.

Our tractor cabs feature a modular cab design and were specifically designed to provide operator protection, tight fit, and a quiet environment. This was achieved by a rigid frame of high-strength steel for roll-over protection. The doors, panels, and glass have a precise fit to eliminate gaps or areas where insects, dust, dirt, or moisture could penetrate. To eliminate vibrations to the cab, both the engine and the cab are mounted on rubber isolation mounts. These features ensure a clean and quiet cab environment.

46) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).

John Deere Company promotes the use of recycled materials in the production of our products without sacrificing performance or quality. John Deere tractors are primarily composed of cast iron and steel; the cast iron is virtually all post consumer material. When possible, John Deere uses returnable shipping crates for smaller equipment that is reused, to reduce waste from wood-crating. Most suppliers are encouraged to use returnable containers as well. John Deere diesel tractors with engines manufactured by John Deere Power Systems (most tractors) are factory-filled with 2% blends (B2) of biodiesel. While up to 5 percent blends (B5) are preferred for in-field use, biodiesel concentrations up to a 20% blend (B20) in petroleum diesel fuel can be used in John Deere engines through Tier 3/Stage III A models, including all non-emissions-certified engines. Biodiesel blends up to B20 can be used only if the biodiesel (100% biodiesel or B100) meets ASTM D6751 (U.S.), EN 14214 (EU) or equivalent specification. We've attached a biodiesel fuel brochure.

47) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.

See enclosed letter from CEO demonstrating our commitment to diversity.

48) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?

John Deere's founder was best known for his work with the first commercially successful plow. And so it is today that we're perhaps best known for our quality agricultural equipment. The world's leading manufacturer of farm equipment, as a matter of fact. We also take the lead worldwide in building forestry. We're a major force in construction equipment. And John Deere Financial is one of the largest equipment finance companies.

Valuable Extras

- Dealers with more than 10,000 factory-trained technicians
- Genuine John Deere Parts - Highest-quality parts for the highest-quality equipment
- ServiceADVISOR™ - Unique diagnostic technology provides John Deere service technicians with fast, on-the-spot troubleshooting solutions
- Exclusive PowerGard™ Maintenance - Reduce the risk of downtime and cut maintenance and repair costs with John Deere PowerGard Maintenance and Protection Plans
- Mobile Customer Support - When every minute counts, John Deere know-how is just a phone call away

FLASH™ or FLASH+™ - Exclusive ordering systems offer unmatched parts availability

49) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?

Lower input costs for our tractors....By incorporating diesel particulate filter (DPF) and selective catalytic reduction (SCR) technology prior to using diesel exhaust fluid (DEF) to meet Final Tier 4 (FT4) requirements, a low amount of DEF fluid is actually needed as the DEF usage is only 1-3%. With extension of the engine oil interval from 500 hours up to 750 hours, that equates to fewer oil changes throughout the life of the tractor and lowers maintenance costs.

The full frame design of our tractors provides superior support. The strong steel frame has been a John Deere industry exclusive since 1992, providing profound advantages over competitor solutions. Some of the advantages offered by the design are: 1) the full frame carries the load while the powertrain transmits engine power to the final drive. This reduces stress on mechanical components thus improving uptime and reducing costs of operation. 2) Achieves higher payloads without increasing tractor weight, thus increasing productivity. 3) Higher power density is delivered by separating the load carrying components from the power transmitting components, allowing optimized designs and operator performance.

One can improve the performance, uptime, and cost of operation by using the machine information available on JDLink. JDLink is the John Deere telematics system designed for operators and managers who desire to take their operation to the next level of productivity and efficiency without leaving the office. Whether it is receiving an e-mail or text message, users can manage a tractor's operation in real-time without being in the cab. JDLink information is accessible from a laptop, desk top or mobile device.

50) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.

Service contracts are not being offered as part of the bid. NJPA Members are eligible to purchase John Deere's extended warranty (PowerGard Protection Plan), which covers failures due to defective materials or original workmanship at the conclusion of the factory warranty. PowerGard Protection is available for purchase from John Deere dealers on most models, but it is not discounted as part of this bid.

51) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.

John Deere will not service Canada or any other international geography via the contemplated NJPA contract. The John Deere dealer business model in Canada is not yet conducive to the requirements of this RFP unlike the U.S. dealer business model. We hope in the near future that Deere's Canadian dealers will be able to take full advantage of what the NJPA contract has to offer.

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

Our vast dealer network allows John Deere to service customers' needs across the U.S.

Valuable Extras

- Dealers with more than 10,000 factory-trained technicians
- Genuine John Deere Parts - Highest-quality parts for the highest-quality equipment
- ServiceADVISOR™ - Unique diagnostic technology provides John Deere service technicians with fast, on-the-spot troubleshooting solutions
- Exclusive PowerGard™ Maintenance - Reduce the risk of downtime and cut maintenance and repair costs with John Deere PowerGard Maintenance and Protection Plans
- Mobile Customer Support - When every minute counts, John Deere know-how is just a phone call away

FLASH™ or FLASH+™ - Exclusive ordering systems offer unmatched parts availability

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on <u>Form P.</u>

Signature: _____ Date: 2/6/15

Form B

PROPOSER INFORMATION

Company Name: Deere & Company

Address: 2000 John Deere Run

City/State/Zip: Cary, NC 27513

Phone: 800-358-5010, opt. 2 Fax: 309-749-2313

Toll Free Number: 800-358-5010, opt. 2 E-mail: GNSBids@JohnDeere.com

Web site: www.johndeere.com

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Authorized Signer for your organization*:

Name: Collis Jones

Email: GNSBids@JohnDeere.com Phone: 800-358-5010, ext. 3067

* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name: Tamara Hebert Title: Contract Administrator

Email: GNSBids@JohnDeere.com Phone: 800-358-5010, ext. 2862

Your Primary Contact person regarding your proposal:

Name: Tamara Hebert Title: Contract Administrator

Email: GNSBids@JohnDeere.com Phone: 800-358-5010, ext. 2862

Other important contact information:

(Purchase Orders)

Name: Order Management Group Title:

Email: GNSShared@JohnDeere.com Phone: 800-358-5010, opt. 2
fax: 309-749-2313

Name: Accounting (Remittance) Title:

Email: GNSAcctg@JohnDeere.com Phone: 800-358-5010, opt. 1
fax: 309-749-2061

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SOLUTIONS REQUEST

Company Name: Deere & Company

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
N/A			

Proposer's Signature: Tamara Hebert **Date:** 2-13-2015

NJPA's clarification on exception/s listed above:

LEGAL Initials 3/2/15 Date

Contract Award
RFP 021815 #

FORM D

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

AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES

In compliance with the Request for Proposal (RFP) for AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES 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: Deere & Company Date: 2-6-2015

Company Address: 2000 John Deere Run

City: Cary State: NC Zip: 27513

Contact Person: Collis Jones Title: Manager Government Sales

Authorized Signature (ink only): Collis Jones Collis Jones
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 021815# AGRICULTURAL TRACTORS WITH RELATED EQUIPMENT AND ACCESSORIES

Deere & Company
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 March 17, 20 15 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: _____ Dr. Chad Coauette
NJPA Executive Director (Name printed or typed)

Awarded this 17th day of March, 20 15 **NJPA Contract Number 021815-DAC**

NJPA Authorized signature: _____ Scott Verner
NJPA Board Member (Name printed or typed)

Executed this 17th day of March, 20 15 **NJPA Contract Number 021815-DAC**

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

Vendor Name Deere & Company

Vendor Authorized signature: _____ Collis Jones
(Name printed or typed)

Title: Manager, Government Sales

Executed this 30th day of March, 20 15 **NJPA Contract Number 021815-DAC**

Form F

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

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: Deere & Company

Contact Person for Questions: Collis Jones or Tamara Hebert

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

Address: 2000 John Deere Run

City/State/Zip: Cary, NC 27513

Telephone Number: 800-358-5010, opt. 2 Fax Number: 309-749-2313

E-mail Address: GNSBids@JohnDeere.com

Authorized Signature: Collis Jones

Authorized Name (typed): Collis Jones

Title: Manager Government Sales

Date: 2-6-2015

Notarized

Teresa R Jones
Notary Public
Durham County
North Carolina
My Commission Expires 17Feb2015

Subscribed and sworn to before me this 6th day of February, 20 15

Notary Public in and for the County of Durham State of NC

My commission expires: 17 Feb 2015

Signature: Teresa R. Jones

Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name: Deere & Company

Questionnaire completed by: Collis Jones & Tamara Hebert

Payment Terms and Financing Options

1) Identify your payment terms if applicable. (Net 30, etc.). Our payment terms are Net 30.

2) Identify any applicable leasing or other financing options as defined herein.

   John Deere offers financing and leasing options through John Deere Credit. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body or their political subdivisions having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval. John Deere Credit also offers other leasing and financing options for governmental, educational, and non-profit entities, subject to approval.

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 he Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?

   The RFP process will follow a Business-to-Government order process. Our dealer network will be quoting equipment, accepting POs, delivering and servicing the equipment. The NJPA Member or John Deere dealer will submit a purchase order to John Deere for processing, noting the NJPA contract number on the PO and the Member's preferred delivering dealer. John Deere will invoice the Member upon delivery of the product. The equipment will be delivered by the designated dealer. NJPA will be able to verify a specific dealer as part of the John Deere dealer network by using the "Dealer Locator" link that can be found at the top of page found at the following url: http://www.deere.com/en_US/regional_home.page

4) Do you accept the P-card procurement and payment process? John Deere prefers to not accept p-card/credit payments.

Warranty

5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.

   See enclosed warranty statement. The John Deere dealer will handle any warranty claims.

6) Do all warranties cover all products/equipment parts and labor?

   See paragraph A of the attached warranty statement.

7) Do warranties impose usage limit restrictions?

   Per the attached warranty statement paragraph B, the warranty term (time period and usage limits) varies by product.

8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?

Per the attached warranty statement paragraph A, the purchaser will be responsible for any service call and/or transportation of equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties.

9) Please list any other limitations or circumstances that would not be covered under your warranty.

In addition to the information in the attached warranty statement, product warranty is tied to the specific region where a machine was originally marketed, and does not follow the unit if it migrates from one area to another. For example, an authorized John Deere dealer in the U.S. can complete warranty repairs only on a product that was originally marketed within the U.S.

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?

The John Deere dealer network is able to service equipment throughout the United States.

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.

John Deere is responding to this RFP with a complete product offering for ag tractors, implements and related equipment. The products include:

- Large frame agricultural tractors and attachments
- Material handling attachments (tractor loaders, flail mowers, scrapers, shredders, backhoes)
- Rotary cutters
- Combines
- Cotton
- Hay & Forage (balers, disk mowers, etc.)
- Tillage (plows, harrows, etc.)
- Planting & Seeding (planters, drills, air seeders)
- Self propelled sprayers
- Ag Management Solutions
- Frontier implements and attachments

12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

We are offering a percentage discount off list price by product category. The discount will apply to base models and options within a price book section/category that lists a dollar value ("see parts" and "in catalog" items not included). A schedule of discounts offered is attached (see file titled "PRICE SCHEDULE.xls"). Although price pages are included with the bid, please be aware that discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.

13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list. The discount range presented in our RFP 4-23% off MSRP.

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.

We are offering a percentage discount off list price by product category. The discount will apply to base models and options within a price book section/category that lists a dollar value ("see parts" and "in catalog" items not included). A schedule of discounts offered is attached (see file titled "PRICE SCHEDULE.xls"). Although price pages are included with the bid, please be aware that discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.

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").

John Deere can certainly offer "Sourced Goods" to NJPA Members. What NJPA calls "Sourced Goods", John Deere calls non-contract items and allied items. We define non-contract as John Deere items that are not on contract (like parts and catalog items that say "See Parts" or "See Catalog" in our price pages). Allied equipment is defined as non-John Deere equipment (ex. Tiger mower). Non-contract and allied items would be sold as "open market" and the price of the item would be negotiated between the John Deere dealer and the NJPA Member. The non-contract/allied item would appear on the purchase order (PO) with the contract item but would be listed as "non-contract". For example, an NJPA Member could purchase a John Deere Ag Tractor, an extra fuel tank cap (non-contract) and a Tiger mower (allied) by utilizing the NJPA contract, but the price of the fuel tank cap and Tiger mower would be determined by the John Deere dealer and both would be listed on the PO as non-contract items. We successfully use this process on other contracts.

16) Describe your NJPA customer volume rebate programs, as applicable.

John Deere does not offer any volume rebate programs.

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.

Actually, shipping costs to Alaska and Hawaii will be added to the pricing as described in Question #22 below.

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

For deliveries to Alaska or Hawaii, full factory freight to the delivering dealer will be paid by the NJPA Member. The equipment will be FOB destination. Factory freight is known at the time of quoting, and will be included on the quote to the NJPA member. For all other deliveries within the continental US, the equipment will be FOB origin (the NJPA member will NOT be charged factory freight to the delivering dealer).

Dealer may charge $4.00 per loaded mile to deliver equipment from dealership to agency location (charge should be clearly indicated on agency purchase order). This applies to all 50 states. Ordering agency may use the dealer for delivery, may pick-up the equipment, or may contract for delivery with anyone it chooses.

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.

Deere & Company would like to offer an additional discount for purchases of units based on the following schedule:

- 0-2 units 0%
- 3-4 Units 1%
- 5-6 units 2%
- 7-8 units 3%
- 9 units or more 4%

The following conditions will govern the use of the multiple unit discounts:

- Sales of 3 or more like self-propelled products sold on the same purchase order are eligible for the multi-unit discount. Self-propelled products, must be listed in the same tabbed price book section.
- Compatible implements sold with such products also qualify for the multi-unit discount, but do not count as a unit.
- Frontier Equipment is excluded from the Multiple Unit Discount.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

John Deere Exchanges and returns will not be permitted.

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.

For deliveries to Alaska or Hawaii, full factory freight to the delivering dealer will be paid by the NJPA Member. The equipment will be FOB destination. Factory freight is known at the time of quoting, and will be included on the quote to the NJPA member. For all other deliveries within the continental US, the equipment will be FOB origin (the NJPA member will NOT be charged factory freight to the delivering dealer).

Dealer may charge $4.00 per loaded mile to deliver equipment from dealership to agency location (charge should be clearly indicated on agency purchase order). This applies to all 50 states. Ordering agency may use the dealer for delivery, may pick-up the equipment, or may contract for delivery with anyone it chooses.

John Deere Exchanges and returns will not be permitted.

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.

Our dealer network will be quoting equipment based on the contract discount, accepting POs, delivering and servicing the equipment. The NJPA Member or John Deere dealer will submit a purchase order to John Deere for processing, noting the NJPA contract number on the PO and the Member's preferred delivering dealer. The PO will be audited by our Order Management Group to ensure the discounts have been applied properly and to ensure compliance with the contract. If an error is found, the Order Management Group will contact the dealer and request the dealer contact the NJPA Member to request a correction to the PO. John Deere will invoice the Member upon delivery of the product. The equipment will be delivered by the designated dealer.

Industry Specific Items

24) Do you hold any industry-specific certifications such as ISO?

To the best of our knowledge, Deere & Company maintains all licenses and certifications necessary to conduct its business (e.g. its sale of landscape, lawn and turf equipment) in the United States.

25) Are any of the facilities LEED certified? N/A

26) What is your US market share for the solutions you are proposing in this response?

Deere & Company considers market share data confidential and proprietary.

27) What is your parts order fill rate?

Deere & Company's parts order fulfillment goal is to maintain above 97% fill. Due to the public nature of the bid process, we'd rather not provide specifics.

28) Do you provide preventive maintenance programs for the solutions that you are proposing?

John Deere is not providing preventive maintenance programs as part of its RFP response. However, NJPA Members will be able to purchase these programs directly from dealers utilizing the "Sourced Equipment/Products and/or related Services" method outlined in this RFP.

29) What is your Canadian market share for the solutions that you are proposing?

Deere & Company considers market share data confidential and proprietary. Deere & Company is not proposing to provide equipment solutions for Canada.

Signature: (Alice Jones) Date: 2/6/15

NJPA
National Joint Powers Alliance®

202 12th Street NE
P.O. Box 219
Staples, MN 56479

Pricing, financials and marketing material were submitted with the response and is available upon request. Due to the difficulty in emailing such a large file they were not included.

As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to NJPA policies and RFP terms and conditions, all documentation, except for data which is nonpublic, is available for review through a formal request process including a written request.

Quote Id: 13548775

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Valley Truck And Tractor Co.
10490 E Stockton Blvd Ste400
Elk Grove, CA 95624
916-714-2600
general@vttco.net

Prepared For:
City Of Sacramento

Proposal For:
City Of Sacramento

Delivering Dealer:
Anthony Bertoldi

Valley Truck And Tractor Co.
10490 E Stockton Blvd Ste400
Elk Grove, CA 95624

general@vttco.net

Quote Prepared By:
Anthony Bertoldi
abertoldi@vttco.net

Date: 15 June 2016

Offer Expires: 29 July 2016

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Valley Truck And Tractor Co.
10490 E Stockton Blvd Ste400
Elk Grove, CA 95624
916-714-2600
general@vttco.net

Quote Summary

Prepared For:
City Of Sacramento
CA

Delivering Dealer:
Valley Truck And Tractor Co.
Anthony Bertoldi
10490 E Stockton Blvd Ste400
Elk Grove, CA 95624
Phone: 916-714-2600
abertoldi@vttco.net

Quote ID:	13548775
Created On:	15 June 2016
Last Modified On:	15 June 2016
Expiration Date:	29 July 2016

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 5100M Utility Tractor (85 PTO hp) **Contract:** NJPA Ag Tractors and/or Implements_021815-DAC **Price Effective Date:** June 15, 2016	$ 48,502.10	X	1	=	$ 48,502.10
Virisimo SC1100 **Contract:** **Price Effective Date:**	$ 6,900.00	X	1	=	$ 6,900.00
Equipment Total					**$ 55,402.10**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 55,402.10
Trade In	
SubTotal	**$ 55,402.10**
Sales Tax - (8.50%)	$ 4,708.58
Total	$ 60,110.68
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 60,110.68**

Salesperson : X _____

Accepted By : X _____

JOHN DEERE

Selling Equipment

Quote Id: 13548775 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
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Elk Grove, CA 95624
916-714-2600
general@vttco.net

JOHN DEERE 5100M Utility Tractor (85 PTO hp)

Hours:

Stock Number:

Contract: NJPA Ag Tractors and/or Implements_021815-DAC

Selling Price *
$ 48,502.10

Price Effective Date: June 15, 2016

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
253BLV	5100M Utility Tractor (85 PTO hp)	1	$ 61,319.00	21.00	$ 12,876.99	$ 48,442.01	$ 48,442.01
	Standard Options - Per Unit						
0409	English Operator's Manual and Decal Kit	1	$ 0.00	21.00	$ 0.00	$ 0.00	$ 0.00
1380	16F/16R PowrReverser Transmission - 540/540E	1	$ 0.00	21.00	$ 0.00	$ 0.00	$ 0.00
2010	Standard Isolated Open Operator Station	1	$ 0.00	21.00	$ 0.00	$ 0.00	$ 0.00
2120	Standard Air Suspension Seat	1	$ 845.00	21.00	$ 177.45	$ 667.55	$ 667.55
2400	Less Instructional Seat	1	$ 0.00	21.00	$ 0.00	$ 0.00	$ 0.00
3020	Vertical Exhaust	1	$ 0.00	21.00	$ 0.00	$ 0.00	$ 0.00
3320	Dual Stackable Rear Valve with Lever Controls	1	$ 0.00	21.00	$ 0.00	$ 0.00	$ 0.00
3420	Dual Stackable Mid Valve with Joystick Control	1	$ 0.00	21.00	$ 0.00	$ 0.00	$ 0.00
3820	Shiftable 540 / 540E Rear PTO	1	$ 0.00	21.00	$ 0.00	$ 0.00	$ 0.00
4010	Mechanical	1	$ 0.00	21.00	$ 0.00	$ 0.00	$ 0.00
5914	19.5L - 24 in. 10PR R4 Bias (Goodyear)	1	$ -1,937.00	21.00	$ -406.77	$ -1,530.23	$ -1,530.23
5999	No Rear Tire Brand Preference	1	$ 0.00	21.00	$ 0.00	$ 0.00	$ 0.00
6040	MFWD (4-Wheel Drive)	1	$ 0.00	21.00	$ 0.00	$ 0.00	$ 0.00
6133	12.5/80-18-in. 12PR I3 Bias (Firestone)	1	$ -1,177.00	21.00	$ -247.17	$ -929.83	$ -929.83
6799	No Front Tire Brand Preference	1	$ 0.00	21.00	$ 0.00	$ 0.00	$ 0.00

JOHN DEERE

Selling Equipment

Quote Id: 13548775 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
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10490 E Stockton Blvd Ste400
Elk Grove, CA 95624
916-714-2600
general@vttco.net

8955	Front Weight Support - (55 kg/121 lbs.)	1	$ 189.00	21.00	$ 39.69	$ 149.31	$ 149.31
	Standard Options Total		**$ -2,080.00**		**$ -436.80**	**$ -1,643.20**	**$ -1,643.20**
	Dealer Attachments/Non-Contract/Open Market						
R127764	AlliedWeight, Front Suitcase 95 Lb. (43 kg) Quantity of One	16	$ 134.20	21.00	$ 28.18	$ 106.02	$ 1,696.29
	Dealer Attachments Total		**$ 134.20**		**$ 28.18**	**$ 106.02**	**$ 1,696.29**
	Suggested Price						**$ 48,495.10**
	Fees						
	Ca Tire Fee	1	7.00			7.00	7.00
	Equipment Fees Total		**$ 7.00**			**$ 7.00**	**$ 7.00**
Total Selling Price			**$ 59,380.20**		**$ 12,468.37**	**$ 46,911.83**	**$ 48,502.10**

Virisimo SC1100

Equipment Notes:
Hours: 0
Stock Number:
Contract:
Price Effective Date:

Selling Price *
$ 6,900.00

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
SC 110 0	ALLIED PRODUCT Virisimo mower	1	$ 7,500.00	8.00	$ 600.00	$ 6,900.00	$ 6,900.00
	Suggested Price						**$ 6,900.00**
Total Selling Price			**$ 7,500.00**		**$ 600.00**	**$ 6,900.00**	**$ 6,900.00**

VALLEY TRUCK AND TRACTOR CO. - ELK GROVE, CA
10490 E Stockton Blvd Ste400
ELK GROVE, CA 95624
Phone: 916-714-2600
E-Mail: general@vttco.net

Privacy and Data Policy Overview

VALLEY TRUCK AND TRACTOR COMPANY

Effective Date: June 15, 2014

This is only a summary of our Privacy and Data Policy. For more information you can review a complete version of our Privacy and Data Policy located on our website at www.valleytruckandtractor.com or by requesting a copy at our Administrative and Training Center Located at 1003 Stabler Lane in Yuba City or by calling us at (530) 673-4615

This Privacy and Data Policy Overview provides a description of the privacy and data use practices of Valley Truck and Tractor Company ("**us**", "**we**" or "**our**") in connection with our receipt, collection and use of data and information from you as our customer, visitor, or user, as applicable. The policy may be changed or updated from time to time. If there is any conflict between this Overview and our full Privacy and Data Policy, the terms of our full Privacy and Data Policy will control.

Collection of Data:

The types of information we collect and share depend on the products or services you purchase, license or access from us or third parties through which you have authorized us to receive information (such as through John Deere's JD Link™ Telematics system or Trimble's "Connected Farm" system). We generally receive, collect, use and share both Customer Data (including social security numbers, names, addresses, phone numbers, and other personal information) and Machine Data (information related to the performance, use, and location of equipment or computers with various information collection devices) as described in this Policy (collectively "**Data**"). **You agree to notify all personnel that use any tracked equipment that their use and location is remotely monitored.** If you need to update or change any information which you previously provided to us then you may contact us at privacy@vttco.net .

Protection of Data:

We strive to protect your Data using commercially reasonable standards. We use a variety of commercially reasonable security technologies to help protect your Data from unauthorized access, use, or disclosure. However, the use of such standards and security technologies is not, and should not be considered to be, any type of guarantee or warranty by us that your Data will not be accessed by third parties.

Sharing and Use of Data:

We use your Data to provide products, services and information to you. Some of the services are designed to allow faster communications and responsiveness between you and us to ensure that we provide services to you as efficiently as possible. We may also review equipment diagnostic information remotely to diagnose and recommend equipment maintenance and repairs. We share your information with certain third parties in order to better serve you or upon your request or approval. These third parties may include equipment suppliers, financing institutions or other third party service providers who assist us in providing the products and services you request or their respective subsidiaries or affiliates. We also may share your information with our marketing, technical, accounting, legal or other professionals to assist us in our business operations. If you purchase products for personal, family, or household use through financing that is provided by us or facilitated by us, you may request that we not share your personal information derived from that transaction with unaffiliated third parties by returning the opt-out form at the bottom of our Privacy and Data Use Policy.

If you have any additional questions, please contact us at privacy@vttco.net

Quote Id: 13549429

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
VALLEY TRUCK AND TRACTOR CO.
10490 E Stockton Blvd Ste400
Elk Grove, CA 95624
916-714-2600
general@vttco.net

Prepared For:
City Of Sacramento

Proposal For:
City Of Sacramento

Delivering Dealer:
Anthony Bertoldi

VALLEY TRUCK AND TRACTOR CO.
10490 E Stockton Blvd Ste400
Elk Grove, CA 95624

general@vttco.net

Quote Prepared By:
Anthony Bertoldi
abertoldi@vttco.net

Date: 15 June 2016

Offer Expires: 31 August 2016

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
VALLEY TRUCK AND TRACTOR CO.
10490 E Stockton Blvd Ste400
Elk Grove, CA 95624
916-714-2600
general@vttco.net

Quote Summary

Prepared For:
City Of Sacramento
CA

Delivering Dealer:
VALLEY TRUCK AND TRACTOR CO.
Anthony Bertoldi
10490 E Stockton Blvd Ste400
Elk Grove, CA 95624
Phone: 916-714-2600
abertoldi@vttco.net

Quote ID:	13549429
Created On:	15 June 2016
Last Modified On:	18 July 2016
Expiration Date:	31 August 2016

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 6110M Cab Tractor	$ 102,380.70	$ 78,834.75	X	1	=	$ 78,834.75

Contract: NJPA Ag Tractors and/or Implements 021815-DAC (PG 1P)
Price Effective Date: June 15, 2016

Equipment Total **$ 78,834.75**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 78,834.75
Trade In	
SubTotal	**$ 78,834.75**
Sales Tax - (8.50%)	$ 6,700.36
Total	$ 85,535.11
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 85,535.11**

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 13549429 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
VALLEY TRUCK AND TRACTOR CO.
10490 E Stockton Blvd Ste400
Elk Grove, CA 95624
916-714-2600
general@vttco.net

JOHN DEERE 6110M Cab Tractor

Contract: NJPA Ag Tractors and/or Implements 021815-DAC (PG 1P)

Price Effective Date: June 15, 2016

Suggested List *
$ 102,380.70

Selling Price *
$ 78,834.75

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
4225L	6110M Cab Tractor	1	$ 95,138.00	23.00	$ 21,881.74	$ 73,256.26	$ 73,256.26
	Standard Options - Per Unit						
0202	United States	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
0409	English	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1437	PowrQuad PLUS 16F/16R Transmission with Left Hand Power Reverser (19 mph/30 kmh)	1	$ -1,840.00	23.00	$ -423.20	$ -1,416.80	$ -1,416.80
2073	Standard Cab	1	$ 2,588.00	23.00	$ 595.24	$ 1,992.76	$ 1,992.76
2127	Economy Seat for Cab Tractor	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
2511	Mirrors Manually Adjustable and Telescopic- LH & RH	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
2631	Panorama Windshield with RH Door	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
2663	Radio Package	1	$ 327.00	23.00	$ 75.21	$ 251.79	$ 251.79
3232	Load Sensing Constant Flow Hydraulic System: 21.1 GPM (80 L/min), 35cc	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
3319	2 SCV Mechanical (2 Detent-200 Series) with Standard Couplers	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
3820	Rear Independent 540/1000 RPM PTO	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
4120	Draft Links with Telescopic Ball End- Category 2	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
4210	Center Link with Ball End - Category 2	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
4410	Sway Control Blocks	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
5010	Flanged Axle	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00

Confidential

Selling Equipment

Quote Id: 13549429 **Customer Name:**

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FED ID: 36-2382580; DUNS#: 60-7690989

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general@vttco.net

5093	2 Position Wheels	1	$ -1,156.00	23.00	$ -265.88	$ -890.12	$ -890.12
5237	480/80R38 In. 161D R4 Radial	1	$ 3,340.00	23.00	$ 768.20	$ 2,571.80	$ 2,571.80
5915	Nokian	1	$ 200.00	23.00	$ 46.00	$ 154.00	$ 154.00
6045	MFWD Front Axle	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
6237	440/80R24 149D R4 Radial	1	$ 1,486.00	23.00	$ 341.78	$ 1,144.22	$ 1,144.22
7702	Preparation for Shipping	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
8763	Heavy Duty Rear Wheel Brakes	1	$ 125.00	23.00	$ 28.75	$ 96.25	$ 96.25
8765	PowerFill Brakes	1	$ 491.00	23.00	$ 112.93	$ 378.07	$ 378.07
8782	Back-Up Alarm	1	$ 468.00	23.00	$ 107.64	$ 360.36	$ 360.36
	Standard Options Total		**$ 6,029.00**		**$ 1,386.67**	**$ 4,642.33**	**$ 4,642.33**
	Technology Options/Non-Contract/Open Market						
1834	No GreenStar Ready	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1835	No StarFire 3000 Receiver	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
	Technology Options Total		**$ 0.00**		**$ 0.00**	**$ 0.00**	**$ 0.00**
	Dealer Attachments/Non-Contract/Open Market						
BL15206	Open Market Item Front Auxiliary Drive	1	$ 1,206.70	23.00	$ 277.54	$ 929.16	$ 929.16
	Dealer Attachments Total		**$ 1,206.70**		**$ 277.54**	**$ 929.16**	**$ 929.16**
	Suggested Price						**$ 78,827.75**
			Fees				
	Ca Tire Fee	1	7.00			7.00	7.00
	Equipment Fees Total		**$ 7.00**			**$ 7.00**	**$ 7.00**
Total Selling Price			**$ 102,380.70**		**$ 23,545.95**	**$ 78,834.75**	**$ 78,834.75**

Confidential

VALLEY TRUCK AND TRACTOR CO. - ELK GROVE, CA
10490 E Stockton Blvd Ste400
ELK GROVE, CA 95624
Phone: 916-714-2600
E-Mail: general@vttco.net

Privacy and Data Policy Overview

VALLEY TRUCK AND TRACTOR COMPANY

Effective Date: June 15, 2014

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This Privacy and Data Policy Overview provides a description of the privacy and data use practices of Valley Truck and Tractor Company ("**us**", "**we**" or "**our**") in connection with our receipt, collection and use of data and information from you as our customer, visitor, or user, as applicable. The policy may be changed or updated from time to time. If there is any conflict between this Overview and our full Privacy and Data Policy, the terms of our full Privacy and Data Policy will control.

Collection of Data:

The types of information we collect and share depend on the products or services you purchase, license or access from us or third parties through which you have authorized us to receive information (such as through John Deere's JD Link™ Telematics system or Trimble's "Connected Farm" system). We generally receive, collect, use and share both Customer Data (including social security numbers, names, addresses, phone numbers, and other personal information) and Machine Data (information related to the performance, use, and location of equipment or computers with various information collection devices) as described in this Policy (collectively "**Data**"). **You agree to notify all personnel that use any tracked equipment that their use and location is remotely monitored.** If you need to update or change any information which you previously provided to us then you may contact us at privacy@vttco.net .

Protection of Data:

We strive to protect your Data using commercially reasonable standards. We use a variety of commercially reasonable security technologies to help protect your Data from unauthorized access, use, or disclosure. However, the use of such standards and security technologies is not, and should not be considered to be, any type of guarantee or warranty by us that your Data will not be accessed by third parties.

Sharing and Use of Data:

We use your Data to provide products, services and information to you. Some of the services are designed to allow faster communications and responsiveness between you and us to ensure that we provide services to you as efficiently as possible. We may also review equipment diagnostic information remotely to diagnose and recommend equipment maintenance and repairs. We share your information with certain third parties in order to better serve you or upon your request or approval. These third parties may include equipment suppliers, financing institutions or other third party service providers who assist us in providing the products and services you request or their respective subsidiaries or affiliates. We also may share your information with our marketing, technical, accounting, legal or other professionals to assist us in our business operations. If you purchase products for personal, family, or household use through financing that is provided by us or facilitated by us, you may request that we not share your personal information derived from that transaction with unaffiliated third parties by returning the opt-out form at the bottom of our Privacy and Data Use Policy.

If you have any additional questions, please contact us at privacy@vttco.net