

Form C

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



Company Name: Deere & Company

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.29/page 9	Contract Availability	Non-profit agencies are not eligible	Clarification

Proposer's Signature: *Judy Bass*

Date: 6-20-17

NJPA's clarification on exceptions listed above:

Acknowledged as a proposal response, not a legal exception.

Review and Approved:
[Signature] 8/14/17
NJPA Legal Department

Contract Award
RFP #062117

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

GROUND MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES

In compliance with the Request for Proposal (RFP) for GROUND MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Deere & Company Date: 6/19/2017

Company Address: 2000 John Deere Run

City: Cary State: NC Zip: 27513

Contact Person: Judy Bess Title: Contract Administrator

Authorized Signature: *Judy Bess* Judy Bess
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 062117-DAC
Proposer's full legal name: Deere & Company

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be August 18, 2017 and will expire on August 18, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

Jeremy Schwartz
NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CFO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

[Signature]
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on August 17, 2017

NJPA Contract # 062117-DAC

Vendor Authorized Signatures:

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

Vendor Name Deere & Company

Authorized Signatory's Title Manager, Contract Administration

Shawn Parker
VENDOR AUTHORIZED SIGNATURE

Shawn Parker
(NAME PRINTED OR TYPED)

Executed on 8-18, 2017

NJPA Contract # 062117-DAC

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Deere & Company

Address: 2000 John Deere Run

City/State/Zip: Cary, NC. 27513

Telephone Number: 800-358-5010 Opt 2

E-mail Address: GovContractSupport@JohnDeere.com

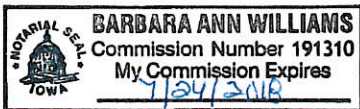
Authorized Signature: Judy Bess

Authorized Name (printed): Judy Bess

Title: Contract Administrator

Date: 6/19/17

Notarized



Subscribed and sworn to before me this 19th day of June, 20 17

Notary Public in and for the County of Folk State of Iowa

My commission expires: 7/24/2018

Signature: Barbara Ann Williams



PROPOSER QUESTIONNAIRE

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

Proposer Name: Deere & Company

Questionnaire completed by: Michael Garrette, Judy Bess _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? - Net 30
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

John Deere offers financing and leasing options through John Deere Finance. 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.

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

The RFP process will follow a Business-to-Government order process. NJPA member or John Deere dealer submits purchase order to John Deere Company for processing, noting the NJPA contract number on the PO and the Member's preferred delivering dealer. John Deere invoices Member upon delivery of product. Delivery of product is by the designated delivering dealer.

- 4) Do you accept the P-card procurement and payment process? No.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

See enclosed Warranty Statement. Warranty repairs and warranty claims will be completed and filed by the John Deere dealer.

You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor? See paragraph A of the Warranty Statement.
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

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

- Do your 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 an premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related any defect covered under these warranties.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

The John Deere dealer network is able to service equipment throughout the U.S.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

We are only submitting equipment manufactured by John Deere.

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

John Deere Exchanges and returns will not be permitted.

- 6) Describe any service contract options for the items included in your proposal.

We are not including service contract options with our proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

John Deere is responding to this RFP with a complete product offering for landscaping and grounds-related activities. The products include:

- Lawn & Garden tractors and attachments
- Professional mowing equipment, which includes zero turn radius mowers, commercial walk-behind mowers, commercial front mowers, and commercial wide-area mowers
- Utility Vehicles
- Compact Utility tractors and attachments
- Material Handling Attachments (tractor loaders)
- Rotary Cutters
- Golf and Turf equipment
- Frontier equipment

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). John Deere is offering product-category discounts. Please see Price Schedule attachment with proposal

- 9) Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) Please see enclosed Price Schedule form along with product workbook literature on CD.

- 10) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list. Please see enclosed Price Schedule.

_____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.

___X___ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

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

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

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

We offer a Multiple Unit Discount (MUD) and the terms are as follows:

The contract discount plus the multiple unit discount equals the total discount. MUD is based on the following schedule:

3-4 units – 1%

5-6 units – 2%

7-8 units – 3%

9 units or more – 4%

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, with the exception of our utility vehicles, must be listed in the same tabbed price book section. Frontier Equipment is excluded from the Multiple Unit Discount.

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard 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 commercial mower, a canopy (non-contract) and a Tiger mower (allied) by utilizing the NJPA contract. The price of the canopy 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.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

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 clearly indicated on agency purchase order or quote). Ordering agency may use the dealer for delivery, may pick-up the equipment, or may contract for delivery with anyone it chooses.

- 14) If 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, 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 delivery 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). Ordering agency may use the dealer for delivery, any pick-up the equipment, or may contract for delivery with anyone it chooses.

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

For deliveries to Alaska or Hawaii (excludes Canada), 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). Ordering agency may use the dealer for delivery, may pick-up the equipment, or may contract for delivery with anyone it chooses.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal. None

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

The NJPA Member will receive their equipment quote directly from the John Deere dealer. The dealer is able to create the quote by utilizing the contract information (discounts, contract guidelines, eligible equipment, etc.) that we have posted on our website as well as a quoting tool that we've made available to them. The Member will submit their purchase order (PO), with contract number noted, to the dealer. John Deere will be listed as the vendor on the PO and the dealer, who created the quote, will be the delivering dealer. The dealer will then upload the quote and the PO to Deere's online order management system. Our Order Management Team will then retrieve the quote and the PO and audit them based on the contract guidelines. If an issue is discovered with PO and/or quote, the Order Management Team will then contact the dealer and work with the dealer and the Member to get the issue resolved.

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

John Deere will pay a 1% administrative fee.

Industry-Specific Questions

19) Describe the top three market differentiators of your products/services relative to this RFP category.

Our Dealer Network - John Deere dealers are one of our most important differentiators offering us a truly sustainable competitive advantage. They strive to ensure that every customer's needs are met and each and every customer has a rewarding John Deere experience.

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.

Quality – John Deere is quality. Our founder, John Deere himself, summed it up best: "I will never put my name on a product that does not have the best that is in me." This is the core of our business philosophy.

20) Within the RFP category there is the potential to be several different sub-categories of solutions. Identify the sub-category title(s) that would best describe your products, equipment and supplies.

Lawn care related equipment, Other forms of vegetation maintenance equipment, Snow removal equipment and supplies, Equipment associated with the removal of debris from grounds.

Signature: Judy Best Date: 6-20-17

AMENDMENT TO
NJPA Contract #062117-DAC

This AMENDMENT ("Amendment") to NJPA Contract # 062117-DAC ("Agreement") is effective on the date hereof, by and between National Joint Powers Alliance® ("NJPA"), Deere & Company ("Vendor") and John Deere Canada ULC ("John Deere Canada").

WHEREAS, Vendor was awarded an NJPA Contract for Grounds Maintenance Equipment, Attachments, Accessories and Related Services effective August 18, 2017 until August 18, 2021 relating to the provision of products and services by Vendor to NJPA and its Members;

WHEREAS, Vendor and NJPA desire to add Canada as an eligible market under the Agreement;

WHEREAS, Vendor and NJPA acknowledge that John Deere Canada shall be responsible for sales to NJPA members within Canada and shall be added as a party to the Agreement;

WHEREAS, both parties agree that certain terms within the Agreement shall be updated and amended and only to the extent as hereunder provided;

NOW, THEREFORE, in consideration of the mutual covenants and agreements described in this Amendment, the parties hereby agree as follows:

1. Form P Question 5 is amended as follows:
"The John Deere dealer network is able to service equipment throughout the United States and Canada."

Additionally, the following amendments are incorporated into Vendor's response:

1. Form A, Question 9 is amended as follows:
"To the best of our knowledge, Deere & Company maintains all licenses and certifications necessary to conduct its business (e.g its sales of agricultural equipment) in the United States and Canada."
2. Form A, Question 17 is amended as follows:
After second paragraph, insert:
"John Deere Canada has a dedicated Government Business Manager based out of Grimsby, Ontario to assist close to 300 dealers across the country."
3. Form A, Question 24 is amended as follows:
After "Build-your-own," insert:
Product Information in Canada
<https://www.deere.ca/en/agriculture/>

French Canadian Website:
<https://www.deere.ca/fr/agriculture/>

Build your own:
https://configure.deere.com/cbyo/#/en_ca/products


French Build Your Own:
https://configure.deere.com/cbyo/#/fr_ca/products

4. Form A, Question 23 is amended as follows:
"John Deere will ~~not~~ service Canada, but no or any other international geography via the contemplated NJPA contract."

Except as amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

National Joint Powers Alliance®


x 
Authorized Signature - Signed

By Jeremy Schwartz
Name - Printed

Title Director of Operations & Procurement/CPO

Date 5-18-18

Deere & Company

x 
Authorized Signature - Signed

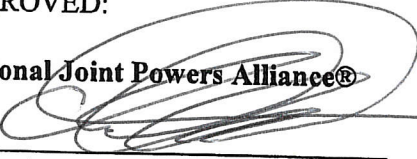
By Shawn Parker
Name - Printed

Title Mgr., Contract Admin.

Date May 14, 2018

APPROVED:

National Joint Powers Alliance®

x 
Authorized Signature - Signed

By Chad Coquette
Name - Printed


Title Executive Director / CEO

Date 5/18/18

Approved as for Form and Content

x 
NJPA Legal Department

John Deere Canada ULC

x 
Authorized Signature - Signed

By ASHISH GOKHALE
Name - Printed

Title MANAGER, SALES SUPPORT

Date MAY 11, 2018

**AMENDMENT #2
TO
SOURCEWELL CONTRACT #062117-DAC**

This AMENDMENT ("Amendment") to Sourcewell Contract # 062117-DAC ("Agreement") is effective on the date hereof, by and between Sourcewell (formerly NJPA), Deere & Company ("Vendor") and John Deere Canada ULC ("John Deere Canada").

WHEREAS, Vendor was awarded a Sourcewell Contract for Grounds Maintenance Equipment, Attachments, Accessories and Related Services effective August 18, 2017, until August 18, 2021, relating to the provision of services by Vendor to Sourcewell and its Members.

WHEREAS, Vendor and Sourcewell added Canada as an eligible market under the Agreement, whereby acknowledging that John Deere Canada shall be responsible for sales to Sourcewell members within Canada. John Deere Canada was added as a party to the Agreement effective May 18, 2018.

WHEREAS, the parties agree that certain terms within the Agreement shall be updated and amended and only to the extent as hereunder provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements described in this Amendment, the parties hereby agree as follows:

1. Form C of the Agreement is amended to remove Vendor and John Deere Canada's exception regarding working with non-profit entities. Vendor and John Deere Canada are willing to extend Sourcewell contracted products and pricing to non-profit entities.
2. This Amendment is effective upon the date of the last signature below.
3. The Agreement and any previous amendments are incorporated into this Amendment by reference.
4. Except as amended by this Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Authorized Signature

Jeremy Schwartz
Name - Printed

Title: Director of Operations & Procurement/CPO

Date: 10/15/2018 | 4:56 PM CDT

APPROVED:

Sourcewell

DocuSigned by:
By: Chad Coauette
Authorized Signature

Chad Coauette
Name - Printed

Title: Executive Director/CEO

Date: 10/15/2018 | 4:59 PM CDT

Deere & Company

By: Andrew Roman
Authorized Signature

Andrew Roman
Name - Printed

Title: Contract Administrator

Date: 10/9/18

John Deere Canada ULC

By: Sanyam K. Verma
Authorized Signature

SANYAM K. VERMA
Name - Printed

Title: STRATEGIC ACCOUNT MANAGER

Date: OCT 9, 2018