



Lancaster County, Nebraska

REQUISITION FORM

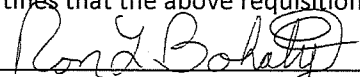


C-19-0766

All Fields Are Required - Do Not Exceed 1 Vendor per Requisition

Name, Email, & Phone of Person Requisitioning:		Ron Bohaty, Rbohaty@Lancaster.ne.gov , 402-441-7775			Date Prepared:		10-9-19	
Name, Email, & Phone of Contact Person for PO:		Ron Bohaty, Rbohaty@Lancaster.ne.gov , 402-441-7775			Date Requested:		10-9-19	
Agency & Delivery Address:		Lancaster County Engineering, 444 Cherrycreek Rd, Building B, Lincoln, NE 68528			Date Revised (if any):			
Agency & Billing Address:		Lancaster County Engineering, 444 Cherrycreek Rd, Building B, Lincoln, NE 68528			For Budget Year:		2019/2020	
Proposed Vendor/s:		Murphy Tractor & Equipment Co.			Contract / Bid Number:		032515-JDC	
Do you intend to pay for this with P-Card? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, do not fill in Fund, Bus. Unit and OBJ Codes below)								
Fund #:	022	Bus. Unit #	7032	PO Number (*Purchasing):				
OBJ CODE	DESCRIPTION			QTY	UNIT	UNIT PRICE	EXT. PRICE	
67425	2018 John Deere 245G Excavator with 32" crawler pads, 9'7" arm assembly			1	Each	\$290,799.00	\$290,799.00	
	Sourcewell Contract # 032515-JDC discount - 37%			1	Each	-\$107,595.63	-\$107,595.63	
	Remainder of 5 year or 5,000 hr Power train and hydraulic warranty expiring May 29, 2023			1	Each	\$3,801.00	\$3,801.00	
	48" bucket, hydraulic bucket coupler, hydraulic thumb, aux hydraulic, operation pattern changer			1	Group	\$16,690.00	\$16,690.00	
	Factory freight, setup and labor to install attachments			1	Group	\$17,631.00	\$17,631.00	
	Rental applied from May-October 2019			1	Rent	-\$41,400.00	-\$41,400.00	
	Pricing is from Sourcewell Contract 032515-JDC							
							Total Price	<u>\$179,925.37</u>

The undersigned certifies that the above requisitioned material and/or service is included in the current appropriation:



 Office / Agency / or Department Head

10-9-19

 Date

Email a copy of the completed & signed requisition to City/County Purchasing Division. Originals are not needed.

- H. Special designated license applications from Deer Springs Winery for events at 16255 Adams Street, Lincoln, Nebraska, on June 1, June 15, July 6, July 20, August 3 and August 24, 2019.**

MOTION: Schorr moved and Vest seconded to approve the special designated license applications. Amundson, Vest, Schorr, Flowerday and Brinkman voted yes. Motion carried 5-0.

- I. Settlement between Ashley Chism and Lancaster County in the amount of \$100,000 regarding the Nebraska Workers' Compensation Court Case captioned Ashley Chism v. Lancaster County. (C-19-0327)**

MOTION: Schorr moved and Flowerday seconded to approve the settlement agreement. Flowerday, Amundson, Vest, Schorr and Brinkman voted yes. Motion carried 5-0.

- J. Eleventh amendment to Disproportionate Share Hospital (DSH) intergovernmental transfer agreement with the Nebraska Department of Health and Human Services found at County Contract C-08-0151. The amendment renews the agreement for an additional year from July 1 2019 through June 30, 2020. (C-19-0329)**

MOTION: Schorr moved and Amundson seconded to approve the eleventh amendment. Schorr, Flowerday, Amundson, Vest and Brinkman voted yes. Motion carried 5-0.

- * **K. Recommendation from the County Engineer to award and execute a lease for five months for an excavator to Murphy Tractor and Equipment Company. The total amount of the lease is \$34,500. (C-19-0321)**

from April 23, 2019 Agenda - Minutes

LeRoy "Bud" Geistlinger, Assistant Highway Superintendent, said this lease will be used for upcoming projects.

MOTION: Amundson moved and Schorr seconded to approve the recommendation. Vest, Schorr, Flowerday, Amundson and Brinkman voted yes. Motion carried 5-0.

- L. Contract with Vigilnet America LLC using the Washington County, Oregon Contract No. BCC 18-1203 to provide Electronic Offender Monitoring Services (MOU053). The term of the contract is upon execution through September 30, 2021. The pricing will be pursuant to the Washington County, Oregon Contract. The cost to the County is not to exceed \$30,000. (C-19-0317)**

MOTION: Schorr moved and Amundson seconded to approve the contract. Amundson Vest, Schorr, Flowerday and Brinkman voted yes. Motion carried 5-0.

- M. Executive Session (Legal Advice) – David Derbin, Deputy County Attorney.**

Item held to the end of the agenda.

MURPHY

TRACTOR & EQUIPMENT CO.

6100 Arbor Road
 Lincoln, NE 68517
 (402) 467-1300
 (402) 467-1927 Fax

Sales Order Estimate Quotation

Date October 9th, 2019

Quotation # 06626223

Sold To: Lancaster County
444 Cherrycreek Road Building B
Lincoln, Ne 68528

Ship To: Same

Inv. Copies	Shipping Promise	Cust. Order	Shipping Charges and Routing	Salesman
				Greg Kozisek

QUAN.	SPECIFICATIONS OR DESCRIPTION	UNIT PRICE	TOTAL SALE
1	2018 John Deere 245G Excavator equipped with the following		\$290,799
	32" Crawler pads, Standard Boom 9'7" Arm Assembly and Hyd		
	Filter restriction indicator.		
	Less Sourcewell Discount 37%, Contract # 032515-JDC		(\$107,595.63)
	The remainder of 5 years or 5,000 hour Power train and Hydraulic		
	Expiring May 29, 2023 or 5,000 hours, whichever comes first.		\$3,801
	48" Bucket, Hydraulic Bucket Coupler, Hydraulic Thumb		
	Aux Hyd, Operation pattern changer.		\$16,690
	Factory Freight, Setup and Labor to install attachments.		\$17,631
	Rental Applied		\$41,400.
	Terms of Payment		

Sub-Total	\$221,325.37
Freight	
TOTAL	\$179,925.37

Quotation good for 30 days.

Accepted _____

By: _____

Date: _____

MURPHY TRACTOR & EQUIPMENT CO.

By: *Greg Kozisek*
 Greg Kozisek

This quotation is for your information, and the acceptance thereof shall not be deemed to constitute a contract between us until a purchase order has been duly written and accepted by both parties. Prices are subject to change without notice, unless otherwise stated. Prices quoted above do not include Federal or State Taxes. Delivery time is estimated. Weights are estimated unless otherwise stated.



Customer Purchase Order for John Deere
Construction and Forestry Products - USA

PO# 06626223
PO Revision# Original

PURCHASER NAME AND ADDRESS (First Signer)				DEALER NAME AND ADDRESS			
NAME(First, Middle, Last) LANCASTER COUNTY				DEALER NAME Murphy Tractor & Equipment		Dealer Account No. : 177833	
STREET or RR 444 CHERRYCREEK RD STE B				STREET or RR 6100 Arbor Road			
CITY LINCOLN	STATE NE	ZIP CODE 68528	COUNTY Lancaster	CITY Lincoln	STATE NE	ZIP CODE 68517	Phone Number 402-467-1300
PHONE NUMBER		EMAIL ADDRESS		Date Of Order: Oct 08, 2019		Dealer Order No.: 17911271	
PURCHASER NAME AND ADDRESS (Second Signer)				TYPE OF SALE: <input checked="" type="checkbox"/> CASH <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE			
NAME(First, Middle, Last)				PURCHASER TYPE: 4 Use County		MARKET USE CODE: 49 Highways & Streets	
STREET or RR				Add Purchaser to Mailing List (Check One or More)			
CITY				<input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
STATE ZIP CODE COUNTY				PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual			
PHONE NUMBER EMAIL ADDRESS				Purchaser Acct.: <input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN			
				NO.:			

EXTENDED WARRANTY IS: <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Decline		LOCATION OF FIRST WORKING USE : Use County LANCASTER	Use State/Province NE	COUNTY CODE 109				
Ultimate Uptime Package Purchase: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		(Initials)						
QTY	SIZE	OS/MS	HT/HTD	DRIVE	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	x				2018 JOHN DEERE 245G LC FT4 EXCAVATOR Stock # 159350	969	1FF245GXCHF800416	
1					HT200SCT HT200SCT MAIN PIN HYD THUMB Stock # 167977	969	210221-1	
1					ML200 ML200/DROMONE MULTILOCK HYD COUPLER FOR 245G W/KIT AND SET O Stock # 162665	969	61488	
1					AT422581 AT422581 MECH PATTERN CHANGER KIT - 245G Stock # 165684	969		
1					48200X2-0200 48" JD 210G HD EXC BKT/HOOK Stock # 165767	969		
- DECLINED :John Deere Preventative Maintenance :								
- DECLINED :John Deere Extended Warranty :								
(1) TOTAL CASH PRICE								\$ 221,325 37

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT	
COMMENTS:				(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
				(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
				(4) BALANCE	\$ 221,325 37
				(5) SUBTOTAL	\$ 221,325 37
				(6) RENTAL APPLIED	\$ 41,400 00
				(7) CASH WITH ORDER	\$ 0 00
				(8) BALANCE DUE (5-(6 & 7))	\$ 179,925 37

ACKNOWLEDGMENT: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 8) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.



Customer Purchase Order for John Deere
Construction and Forestry Products - USA

PO# 06626223
PO Revision# Original

Quote ID: 20588467

Customer Name: LANCASTER COUNTY

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprop/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

TERMS & CONDITIONS VERIFICATION STATEMENT: Use of John Deere Data Services, if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.JohnDeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version RB (Initials) and understands its terms and conditions.

Purchaser (First Signer)	LANCASTER COUNTY	Signature _____	Date _____
Purchaser (Second Signer)		Signature _____	Date _____
Dealer Representative	Murphy Tractor & Equipment	Signature _____	Date _____
Salesperson	WOLKENHAUER, HERB	Signature	Date 10/8/19

DELIVERY ACKNOWLEDGEMENT <div style="text-align: center; font-size: 2em;">RB</div>	Delivered with Operator's Manual On: RB	Purchaser Signature
---	---	---------------------

Contract Award
RFP 032515 #

FORM D



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

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

Company Name: John Deere Construction Retail Sales Date: March 18, 2015

Company Address: 1515 Fifth Avenue

City: Moline State: IL Zip: 61265

Contact Person: Mark R. Deakyne Title: Contract Manager

Authorized Signature (ink only): Mark R. Deakyne

Mark R. Deakyne
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032515 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

_____ John Deere Construction Retail Sales _____
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 May 19th, 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: _____
NJPA Executive Director Dr. Chad Coquette
(Name printed or typed)

Awarded this 19th day of May, 20 15 NJPA Contract Number 032515-JDC

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

Executed this 19th day of May, 20 15 NJPA Contract Number 032515-JDC

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

Vendor Name John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Vendor Authorized signature: _____
Mark R. Deakyne
(Name printed or typed)

Title: Contract Manager

Executed this Twenty-First day of May, 20 15 NJPA Contract Number 032515-JDC

**Letter of Agreement
To Extend the Contract**

Between

**John Deere Construction Retail Sales a Division of John Deere Shared Services, Inc.
1515 5th Ave.
Moline, IL 61265-1367**

And

**Sourcewell, Formerly National Joint Powers Alliance (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930**

The Vendor and Sourcewell have entered into an Agreement (Contract #032515-JDC) for the procurement of Heavy Construction Equipment with Related Accessories, Attachments and Supplies. This Agreement has an expiration date of May 19, 2019, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on May 19, 2020. All other terms and conditions of the Agreement remain in force.

Sourcewell, Formerly National Joint Powers Alliance (NJPA)

By: Jeremy Schwartz, Its: **Director of Operations & Procurement/CPO**

Name printed or typed: Jeremy Schwartz

Date 1/14/2019 | 10:15 PM CST

John Deere Construction Retail Sales a Division of John Deere Shared Services, Inc.

By: Richard Murga, Its: **CONTRACT ADMINISTRATOR**

Name printed or typed: RICHARD MURGA

Date 11/JAN/2019

Certificate of Membership

This certificate entitles you to purchase from competitively solicited contracts. You will save time and money by using Sourcewell contracts, while buying the quality products you want from nationally recognized vendors.

Together, we are Sourcewell.

Our membership team is ready to help you every step of the way. Contact us for more information.

Sourcewell 

Sourcewell-mn.gov
membership@sourcewell-mn.gov
877-585-9706

Lancaster County

Member # 96859



Dr. Chad Coauette, PhD, Executive Director/CEO

Form C

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



Company Name: John Deere Construction Retail Sales a division of John Deere Shared Services, Inc

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

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

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.22/6 3.14.6	Unless stated otherwise, a manufacturer...proposer is assumed to have a documented relationship with their dealer network where that dealer network is...authorized to accept purchase orders pursuant to any contract resulting from this RFP on behalf of the manufacturer. Any such dealer will be considered a sub-contractor of the proposer.	RESCIND. "Subcontractor" does not apply to our dealer network. Dealers are not authorized to accept or process purchase orders resulting from this RFP. All POs will be processed through the Moline JDCRS office. John Deere partners with independently owned dealers that are bound by a dealer agreement. That being said, John Deere is not responsible for the acts and conduct of the dealer network.	NJPA HEREBY RECINDS
3.15/20	It is the desire that delivery be made within ninety-days (90) of the receipt of the Purchase Order.	JDCRS will make every effort to deliver ordered items in as timely a fashion as possible. Actual delivery cannot be defined ahead of time as warehouse dates are assigned based on number of orders placed on the factory, logistics assignment, transit time to local dealer, inspection/setup by local dealer and final delivery to end user. In most cases, goods are delivered within 90 days, but there will be exceptions from time to time.	NJPA ACCEPTS
3.14.6	Unless stated otherwise, a manufacturer...proposer is assumed to have a documented relationship with their dealer network where that dealer network is...authorized to accept purchase orders pursuant to any contract resulting from this RFP on behalf of the manufacturer. Any such dealer will be considered a sub-contractor of the proposer.	"Subcontractor" does not apply to our dealer network. John Deere partners with independently owned dealers that are bound by a dealer agreement. That being said, John Deere is not responsible for the acts and conduct of the dealer network. JDCRS has decided to permit authorized John Deere Dealers to quote, accept purchase orders, and invoice the NJPA customer. John Deere Dealership's will have a choice to either process an NJPA order from quote through invoicing or continue to utilize JDCRS's historical ordering	NJPA ACCEPTS

		process. See attached letter.	

Proposer's Signature: Mark R. [Signature]

Date: 23 Oct 2015





44-0719-0000-0000

1515 5th Avenue
Moline, IL 61265

October 12, 2015

Phone: (309) 765-0924

202 12th Street Northeast
Staples, MN 56479

**Reference: National Joint Powers Alliance (NJPA) Contract Number: 032515-JDC
Contract Expiration: May 18, 2019**


John Deere Construction Retail Sales (JDCRS) a division of John Deere Shared Services, Inc. respectfully requests to rescind our "Subcontractor" exception listed on Form C of the reference contract.

After thoughtful consideration John Deere Construction Retail Sales has decided to permit authorized John Deere Dealers to quote, accept purchase orders, and invoice the NJPA customer. John Deere Dealership's will have a choice to either process an NJPA order from quote through invoicing or continue to utilize JDCRS's historical ordering process.

Dealerships will be authorized to employ the order process once the following conditions are met:

1. Understand Terms and Conditions of Reference Contract
2. Agree to the Collection of 1% Administration Fee by JDCRS
3. Obtain and Submit Certificate of Insurance (COI)

JDCRS will maintain and submit to NJPA a list of authorized dealers and the dealership COIs. Also JDCRS will continue to submit sales reports and administration fee per reference contract Terms and Conditions.


Mark R Deakyne
Contract Manager
John Deere Construction and Forestry Company

Contract Award
RFP 032515 #

FORM D



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

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

Company Name: John Deere Construction Retail Sales Date: March 18, 2015

Company Address: 1515 Fifth Avenue

City: Moline State: IL Zip: 61265

Contact Person: Mark R. Deakyne Title: Contract Manager

Authorized Signature (ink only):

Mark R. Deakyne

Mark R. Deakyne
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)


NJPA 032515 | HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

John Deere Construction Retail Sales
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 May 19th, 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)

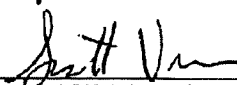
NJPA Authorized signature: 

NJPA Executive Director

Dr. Chad Connette

(Name printed or typed)

Awarded this 19th day of May, 20 15 NJPA Contract Number 032515-JDC

NJPA Authorized signature: 

NJPA Board Member

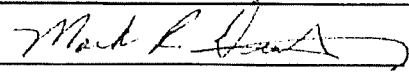
Scott Veronen

(Name printed or typed)

Executed this 19th day of May, 20 15 NJPA Contract Number 032515-JDC

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

Vendor Name John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Vendor Authorized signature: 

Mark R. Deakyne

(Name printed or typed)

Title: Contract Manager

Executed this Twenty-First day of May, 20 15 NJPA Contract Number 032515-JDC

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: John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Contact Person for Questions: Mark R. Deakyne

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

Address: 1515 Fifth Avenue

City/State/Zip: Moline, IL 61265

Telephone Number: (309) 765-0294 Fax Number: (309) 765-3358

E-mail Address: DeakyneMarkR@JohnDeere.com

Authorized Signature: *Mark R. Deakyne*

Authorized Name (typed): Mark R. Deakyne

Title: Contract Manager

Date: March 18, 2015

Notarized

Subscribed and sworn to before me this 18th day of March, 2015

Notary Public in and for the County of Rock Island State of Illinois

My commission expires: 10/7/15

Signature: *Susan L. Kroeger*





Form P

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

Proposer Name: John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Questionnaire completed by: Mark R. Deakyne

Payment Terms and Financing Options

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

JDCRS' only option for payment terms is Net 30 Days.

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

JDCRS does not play a role in leasing, financing or payment terms other than Net 30 Days.

John Deere Construction & Forestry does offer 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. All leasing and financing options are handled through the local dealer and John Deere Credit.

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?**

NJPA member will contact their local dealer for assistance with machine and option selection. Local dealer or NJPA member, at their option, will forward the official quote request to JDCRS. JDCRS will generate official quote and return for confirmation. The JDCRS quote will state that the purchase order is to be made to JDCRS. Dealerships are not authorized to accept purchase orders. We will follow a Business-to-Government order process. NJPA member will submit their purchase order to John Deere Construction Retail Sales for processing, noting the JDCRS quote number and the NJPA contract number on the PO. JDCRS will ship the unit to the local John Deere Dealer. Delivery of product is handled by the designated delivering dealer. JDCRS invoices NJPA member upon product delivery acceptance receipt.

4) Do you accept the P-card procurement and payment process?

JDCRS will accept 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.

US CAN Deere Warranty Statement.pdf is attached.

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

See paragraph A of the attached warranty.

7) Do warranties impose usage limit restrictions?

See paragraph D of the attached warranty statement. Usage hours are not limited for most equipment during the standard warranty period, but limitations on usage behaviors are in place.

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

Per paragraph E of the attached warranty statement, John Deere is not responsible for travel time, mileage or service calls by the dealer.

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?

All geographic regions of the United States are assigned to a John Deere Construction and Forestry Company (JDCFC) dealer. Each dealer has multiple certified technicians to perform warranty repairs.

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 its complete product offering of Heavy and Medium Construction Equipment and Commercial Worksite Products Compact Equipment including standard factory warranty. Current model numbers are indicated in the NJPA Discount Matrix RFP 032515.xls file. These product lines include:

- Articulated Dump Trucks
- Backhoe Loaders
- Compact Track Loaders
- Crawler Dozers
- Crawler Loaders
- Excavators (Deere/Hitachi), [Heavy, Medium, and Compact]
- High-Speed Dozer
- Landscape Loader
- Motor Graders
- Skid Steer Loaders
- Wheel Loaders [Heavy, Medium, and Compact]

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 model. The discount will apply to base models and options within a price book section/category that lists a dollar value ("See Parts" items not included). A listing of discounts offered is attached NJPA Discount Matrix RFP 032515.xls file. 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. In calculating these discounts we are obligated to make sure they are in line with our GSA contract. Therefore, we are providing NJPA our most favored customer price.

13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

The discount range varies from 21% to 43% across our product range. Please see the attached document NJPA Discount Matrix RFP 032515.xls.

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.

Further to item # 12, we are offering a percentage discount off list price by product model. The list prices can be found in our price pages directory. Price pages are confidential and should not be made available to the general public as part of this submittal. 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. Current price pages will be forwarded to NJPA as soon as they are available.

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 Construction Retail Sales (JDCRS) can certainly offer "Sourced Goods" to NJPA Members. What NJPA calls "Sourced Goods", John Deere calls non-contract items, allied items, and Dealer provided services. We define non-contract as John Deere items that are not on contract (like parts and catalog items that say "See Parts" in our price pages). Allied equipment is defined as non-John Deere equipment (ex. Bradco Rock Saw). Dealer provided services are items such as "annual PM services and extended warranty". Non-contract, allied, and Dealer provided service items would be sold as "sourced goods" and the price of the item would be negotiated between the John Deere dealer and the NJPA Member. These costs are annotated in the "Custom Jobs" section of the JDCRS Direct Sales Quote.

Sourced goods will appear on the purchase order (PO) with the contract item and would be listed as "Dealer sourced..." For example, a NJPA Member could purchase a John Deere Skid Steer Loader, an extra fuel tank cap (non-contract) and a Bradco Rock Saw (allied) by utilizing the NJPA contract, but the price of the fuel tank cap and rock saw would be determined by the John Deere dealer and both would be listed on the PO as "Dealer sourced fuel cap and Dealer sourced Bradco Rock Saw" items. We successfully use this process on other contracts.

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

John Deere Construction Retail Sales does not offer a volume rebate program.

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.

Set-up and installation fees: Dealer applied charges that cover their costs for installing and ensuring the proper operation of sourced goods and field attachments. The set-up and installation fees are negotiated between the customer and the dealer. These costs are annotated in the "Custom Jobs" section of the JDCRS Direct Sales Quote so are paid to the contract proposer then credited to the dealer.

Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and thoroughly clean the unit prior to customer acceptance. The cost of the PDI is negotiated between the customer and the dealer and will vary by machine model and complexity. The cost of the PDI is annotated in the "Custom Jobs" section of the JDCRS Direct Sales Quote so is paid to the contract proposer then credited to the dealer.

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

JDCRS believes that charging the corporate contracted freight rates for each and every sale is most equitable due to the known sizes & weights and unknown distances that goods will travel to reach the NJPA members' local John Deere Dealership. All shipments will therefore be FOB Destination Pre-Paid Added - freight will be quoted at time of machine inquiry and annotated as a line item on the JDCRS quote. PO payment for both equipment and freight is likewise payable to JDCRS. Buying agency will need to supply the full address for the end-user's location at time of quote request. Should buying agency choose not to use their most local dealer, the preferred dealer needs to be clearly stated on the Purchase Order accordingly.

The dealership may charge a local delivery fee which is negotiated between the customer and the dealer. The cost of the local delivery is annotated in the "Custom Jobs" section of the JDCRS Direct Sales Quote so is paid to the contract proposer then credited to the dealer. The NJPA customer has the option of accepting delivery at the dealership negating any local delivery fee.

This same policy will adhere for shipments to Alaska and Hawaii.

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.

For each batch of orders quoted/received at the same time, from the same buying entity, the following volume discounts will be apply:

2-4 Machines	1.5%
5-7 Machines	3.5%
8-14 Machines	5%
15-30 Machines	7%

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

John Deere equipment is made to order, and therefore, Exchanges and Returns are not 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

As defined in item number 18, we will provide an integrated quote to the customer for the full delivered freight along with the machine and/or attachment requested. Freight is in addition to the machine price, does not receive the equipment discount, and must be included on the same PO to JDCRS as the equipment. John Deere equipment is made to order, and therefore, Exchanges and Returns are not permitted. These rules apply to all NJPA buying agencies, whether located in the continental United States or in Alaska or Hawaii.

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.

All quotes are created through our office. This central point nearly eliminates inaccuracies subject to a nationwide dealer network. Purchase orders are processed through our office as well. The purchase orders are reviewed by the account manager for accuracy. If the purchase order needs to be modified, the change request is submitted prior to commencing the factory ordering process.

Monthly spot checks are performed by our accounting department to ensure the department is compliant with published pricing and published discounts. Additionally, the contract manager audits the accuracy of the contract sales and administrative funding fee recorded by the contract administrator.

Industry-Specific Items

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

In the government heavy construction equipment market Deere's share is ~29%.

25) Do you hold any industry-specific quality management system certifications such as ISO 9001?

John Deere is register with the International Standards Organization 9001 for quality management.

26) Do you hold any environmental management system certifications such as ISO 14001?

For more information on John Deere's Environmental Stewardship visit:

http://www.deere.com/en_US/corporate/our_company/citizenship/environmental_stewardship/environmental_stewardship.page?

27) What is your Canadian market share (if any) for the solutions you are proposing in this response?

Not Applicable

28) Is your warranty program handled directly, or does it require a pass through to another manufacturer?

Our warranty program is handled directly through the John Deere Dealerships. The warranty of Sourced Goods will follow the warranty policy for that good.

29) For how many years have the models you are proposing in this response been available in the marketplace?

Although the year in the marketplace varies by model, John Deere has been manufacturer heavy construction equipment for nearly seventy years.

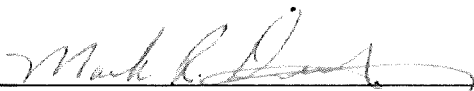
30) What is your parts order fill rate?

When unable to provide a part over-the-counter, the local dealer can get the part from a regional or major distribution center. Emergency orders entered by 5 p.m. (Monday - Friday) at your local dealer are shipped the same day from our regional centers. Emergency orders are also shipped during Saturday with no added surcharge. Two levels of emergency backup, FLASH™ and FLASH+™ systems, result in a fill level that exceeds 99%.

31) Do you provide preventive maintenance programs for the solutions you are proposing in this response?

Preventative maintenance services are a dealer provided sources service. Please review Form P item 15 above.

Signature: _____



Date: 18Mar2015