



## Polaris

Utility Vehicles, Burden Carriers, ATVs & Snowmobiles

#051717-PSI

Maturity Date: 07/18/2021

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Contact Information 

## Contact Information

### Vendor Contact Information

To purchase off this contract or for questions regarding products and pricing, please contact:

Jim Burk

Phone: 866-468-7783 1

Email: [gov.info@polaris.com](mailto:gov.info@polaris.com)

### Sourcewell Contact Information

For questions regarding contract documentation or the solicitation process, please contact:

Maureen Knight

Phone: 218-895-4114

Email: [maureen.knight@sourcewell-mn.gov](mailto:maureen.knight@sourcewell-mn.gov)



## Polaris

Utility Vehicles, Burden Carriers, ATVs & Snowmobiles

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Contract Documents 




## Contract Documents

Low Speed Vehicles, Medium Speed Vehicles, and Utility Vehicles, with Related Equipment, Accessories

Contract #051717-PSI

Effective 07/18/2017 - 07/18/2021

### Contract Documentation

-  **Request for Proposal (RFP)** (490.8 KB)
-  **Contract Forms** (4.03 MB)
-  **Contract Acceptance & Award** (37.54 KB)

### Competitive Solicitation Documentation

**Form C**

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



Company Name: **Polaris Industries, Inc. (DBA Polaris Sales, Inc.)**

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

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
7.11/26	Trade-Ins	Polaris does not accept trade-ins. This is not usual or customary for OEM direct sales	NJPA Accepts
8.15/28	Data Practices	Polaris takes exception to the release of this proposal to anyone outside of the NJPA. The information contained should not be disclosed to any other party without the express written consent of Polaris Industries Inc.	Not Accepted - See below
8.23	Material Suppliers and Sub-Contracts	Names of suppliers and subcontractors are commercially sensitive information to Polaris Industries and their names cannot be released.	Not Accepted - See Below

Proposer's Signature: \_\_\_\_\_

Date: 5/11/2017

**NJPA's clarification on exceptions listed above:**

**8.15/28 Data Practices - NJPA, a governmental entity, and any data contained in the RFP response is subject to the Minnesota Data Practices Act. Per the Minnesota Data Practices Act, the complete proposal is public record unless items are deemed, pursuant to statutory criteria, to be nonpublic. Minnesota errs on the side of public access to information for public entities.**

**8.23 Material suppliers- See section 8.15 of the RFP**

Review and Approved: \_\_\_\_\_

*[Signature]*  
NJPA Legal Department

7/11/17

Contract Award  
RFP #051717

FORM D



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

LOW SPEED VEHICLES, MEDIUM SPEED VEHICLES, AND UTILITY VEHICLES, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

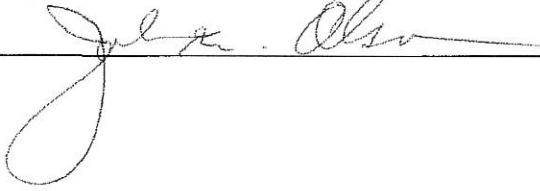
In compliance with the Request for Proposal (RFP) for LOW SPEED VEHICLES, MEDIUM SPEED VEHICLES, AND UTILITY VEHICLES, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions,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

Company Name: POLARIS INDUSTRIES Date: 5/11/2017

Company Address: 2100 HWY 55

City: MEDINA State: MN Zip: 55340

Contact Person: JOHN OLSON Title: VICE PRESIDENT & GM

Authorized Signature:   
(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.)

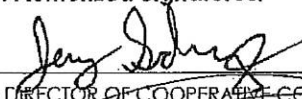
NJPA Contract #: 051717-PSI

Proposer's full legal name: Polaris Industries

**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 July 18, 2017 and will expire on July 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:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on July 17, 2017

NJPA Contract # 051717-PSI

**Vendor Authorized Signatures:**

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

Vendor Name Polaris Industries

Authorized Signatory's Title VP and GM, Polaris Commercial, Government and Defense

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

John M. Olson, PhD  
\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Executed on 17 July, 2017

NJPA Contract # 051717-PSI

**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: POLARIS SALES INC.

Address: 2100 Highway 55

City/State/Zip: MEDINA, MN 55340

Telephone Number: 763. 513. 3443

E-mail Address: John.m.olson@polaris.com

Authorized Signature: *John Olson*

Authorized Name (printed): John Olson

Title: Vice president and General Manager

Date: 5/11/2017

**Notarized**

Subscribed and sworn to before me this 11 day of May, 20 17

Notary Public in and for the County of Hennepin State of Minnesota

My commission expires: January 31, 2020

Signature: *Linda Marie Friesner*





**PROPOSER QUESTIONNAIRE**

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

Proposer Name: **Polaris Industries, Inc (DBA Polaris Sales, Inc)**

Questionnaire completed by: **Serin Cur, Business Development Manager**

**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?

**Commercial leasing options are available for certain products (GEM, RANGER, ATVs) through one of our finance partners, Wells Fargo.**

- 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 order process varies slightly based on specific product desired by the NJPA member. After working directly with a NJPA member to establish what their needs are, a quote would be generated. If the quote is satisfactory to the member, they would issue a purchase order directly to the dealer referencing the NJPA contract. Polaris would create a sales order and upon delivery of the order would generate an invoice. On a quarterly basis, Polaris would run a report of all sales generated through the NJPA contract and issue a check for the administrative fee. The dealer is required to submit any necessary documentation to Polaris to ensure contract accuracy and awareness to NJPA for reporting purposes.**

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?  
**Providing the dealer accepts credit cards, then the end user may use a P-card for the payment process.**

**Warranty**

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

**Our warranty programs vary by product line. Taylor-Dunn and GEM offer a standard warranty of 24 months. All other vehicles being submitted for this proposal receive a special 12 month limited warranty. See full warranty attachments for details.**

- Do your warranties cover all products, parts, and labor?  
**See attached warranty programs for specifics.**
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?  
**See attached warranty programs for specifics.**
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?  
**No. Warranty work must be performed by an authorized Polaris or Taylor-Dunn Dealer who has a contract to sell and service the respective product.**
- 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?  
**Polaris has an extensive Dealer network of over 1,600 members, with dealers located in all 50 states.**
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

**If the product is manufactured or provided at a Polaris factory, then we will cover the warranty. For parts and accessories that are no produced at a Polaris factory, these warranties are typically passed onto the OEM.**



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

**Polaris does not accept exchanges or returns of vehicles. Much like an automobile, once a vehicle has left the "showroom floor" it is considered "used" and its market value has been depreciated.**

- 6) Describe any service contract options for the items included in your proposal.  
**Service contract options will be quoted as Open-Market items by the local dealer.**

**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.

**Polaris is offering its full line of Sportsman All-Terrain Vehicles, RANGER, SideXSide Utility Vehicle, RZR Sport Utility Vehicles, GEM electric vehicles, BRUTUS, Taylor-Dunn, and Snowmobiles along with the associated accessories to allow the customer to customize their purchase.**

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

**For the Polaris Sportsman, RANGER, RZR vehicles and Snowmobiles, Polaris will offer a discount of 10% off the published MSRP exclusive of administrative fee and shipping. For accessories associated with Sportsman, RANGER, RZR and Snowmobile products, Polaris will offer a 15% discount off of the published MSRP exclusive of the administrative fee. The SKU numbers are provided in the attached Excel spreadsheet as part of the pricing matrix. The formula for calculating the price of MSRP is imbedded in the spreadsheet.**

**For BRUTUS vehicles, Polaris will offer a discount of 20% off the published MSRP exclusive of administrative fee and shipping. For accessories associated with BRUTUS, Polaris will offer a 14% discount off of the published MSRP exclusive of the administrative fee.**

**For GEM vehicles and associated accessories, Polaris will offer a discount of 10% off the published MSRP exclusive of administrative fee and shipping. The SKU numbers are provided in the attached Excel spreadsheet as part of the pricing matrix. The formula for calculating the price of MSRP is imbedded in the spreadsheet.**

**For Taylor-Dunn vehicles, Polaris will offer a discount of 10% off the current published commercial prices list exclusive of shipping, packaging and administrative fee.**

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

**The discount offered in this proposal represents a 10% discount off of MSRP for Polaris vehicles (RANGER, RZR, ACE, GENERAL, Snow, Sportsman) 15% off of MSRP for Polaris accessories.**

**The discount offered in this proposal represents a 10% discount off of MSRP for GEM vehicles, 10% off of MSRP for GEM accessories**

**The discount offered in this proposal represents a 10% discount off of MSRP for Taylor-Dunn vehicles, 10% off of MSRP for Taylor-Dunn accessories**

- 10) The pricing offered in this proposal is
- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
  - b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

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

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

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

**Quantity or volume discounts may be evaluated on a case by case basis. Discounts have already been factored into the pricing model based on expected volume purchases through a national contract.**

12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

**Polaris is always willing to work with a customer if they have a need for non-standard options added to a vehicle. We encounter this routinely in our GSA contract and handle them as Open Market items.**

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.

**Installation costs for accessories are calculated separately and the cost will vary from dealer to dealer based on location. Dealers determine their labor fees, but on average, we can say that labor rates are between \$75-100/hour. Each accessory has an established standard hour for installation charges and will be indicated on the individual quote. This is also available on the pricing matrix. This price is fixed and is the same formula that is used by our dealer network for installation of accessories on consumer models.**

**Regarding freight and packaging for Taylor-Dunn products, these will be quoted separately by the Taylor-Dunn dealer.**

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

**With the exception of Taylor-Dunn products, there are no additional shipping costs to NJPA members. For Taylor-Dunn products, freight and packaging will be quoted to the NJPA member at the time of the vehicle quotation by the Taylor-Dunn dealer.**

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

**Shipping of ATV's to Alaska and Hawaii is an extra \$500 per unit, shipping of RANGER and RZR vehicles to Alaska or Hawaii is an additional \$750.00.**

**For GEM and Taylor-Dunn vehicles delivered to Alaska, Hawaii, Canada or any offshore delivery, our dealer will provide a shipping and delivery quote and arrange delivery.**

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

**N/A**

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.

**Polaris operates its current NJPA contract utilizing the same processes and procedures that are utilized for the GSA contracts it holds. In addition to internal procedures and daily contract compliance reviews, Polaris is subjected to an annual GSA Contractor Assist Visit where an auditor assesses the level of compliance with the terms & conditions of the contract including the administrative fee. Given the procedures are identical for NJPA, any discoveries by GSA would also be applicable to the NJPA contract.**

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.)

Polaris Sales Inc.'s proposed administrative fee would be 0.75% of gross sale value. This is consistent with the Industrial Funding Fee recouped by the General Services Administration.

**Industry-Specific Questions**

19) Identify the subcategory or subcategories that best describe your solutions: LSV, MSV, Utility, or Golf Cart. If the subcategory that best describes your solutions is not identified, provide the subcategory title(s) that best describes what you are offering in your response.

Polaris offers a full line of gas, diesel, and electric utility vehicles and low-speed vehicles (LSV), with a broad lineup of accessories to enable the user to customize the vehicle for the specific application.

Overview of Polaris Products (does not include every product that will be offered in the proposal):

**Product Overview** POWERING AHEAD

**Utility Vehicles**

Model	Power	Weight
500	32HP	1000 lb P/L
570	44HP	1000 lb P/L
570 FS	44HP	1500 lb P/L
XP900	68HP	1500 lb P/L
XP1000	80HP	1500 lb P/L
8x6	40HP	2000 lb P/L
DIESEL	24HP	1500 lb P/L
Dial HST	24 HP	1750 lb P/L Hydrostatic
Dial HST DLX	24HP	1750 lb P/L Hydrostatic A/C & Heat
HOPTO, Dlx	24 HP	2000 lb P/L Hydrostatic A/C & Heat From PTO
RGR EY	4x4, 30HP	1000 lb P/L
GEM eM1400	4x2, 7HP	1400 lb P/L
eM1400 LSV	4x2, 7HP	1400 lb P/L
GEM eL XD	6 passengers	1,415 lb P/L
CREW 570-4	44HP	Seats 4, 1250 lb P/L
CREW 570-6	44HP	Seats 6, 1500 lb P/L
CREW XP 900-6/6	68HP	Seats 6 or 6, 1750 lb P/L
DIESEL CREW	24HP	Seats 6, 1750 lb P/L
GEM e2	30HP	Seats 2, 900 lb P/L
GEM e4	30HP	Seats 4, 1,150 lb P/L
ULM e6	30HP	Seats 6, 1,304 lb P/L

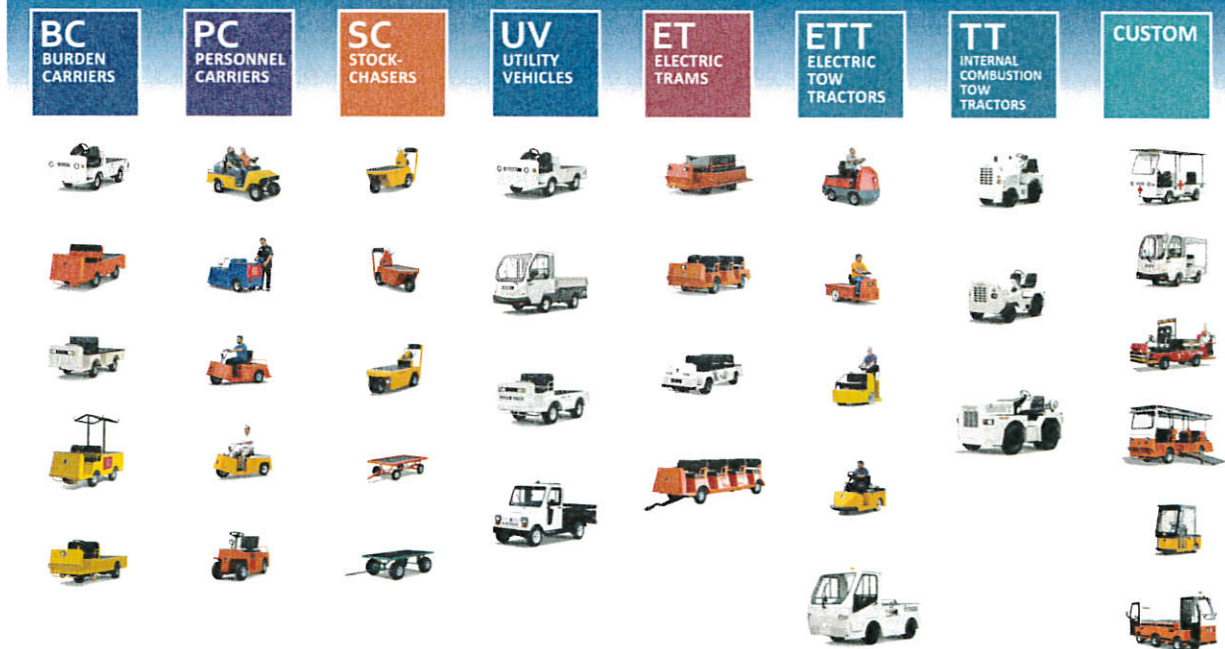
**ATVs**

Model	Power	Weight
450 H.O.	33HP	485 lb P/L
570	44HP	485 lb P/L
570 SP	44HP	485 lb P/L EPS
X2 570	44HP	705 lb P/L EPS Cargo Bud
650	77HP	575 lb P/L
650 SP	77HP	575 lb P/L EPS
XP1000	80HP	575 lb P/L EPS
ACE 500	20HP	575 lb P/L
ACE 570	45HP	575 lb P/L
ACE 570 SP	45HP	575 lb P/L EPS
ALC 300 01P	30HP	575 lb P/L EPS

**Complete Offering of Work & Transport Vehicles**

Overview of Taylor-Dunn Products (does not include every model that will be offered in the proposal)

# Family of Products



20) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are “vendor differentiators.”

We have the largest dealer network in our industry with over 1600 total locations. Many of our dealers offer on-site and maintenance parts inventories. As noted above, our combination of dealer service and Polaris-employed resources differentiates our after-sales support to NJPA members.

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

- Polaris’ newest lean-centric manufacturing facility in Huntsville, Alabama, builds vehicles using advanced material flow strategies in a relentless pursuit of continuous improvement.
- Polaris employs numerous statistical quality assurance methodologies to ensure confidence in finished vehicle product quality.
- Our Polaris Development Process (PDP) is a systematic approach to new vehicle design with an emphasis on aligning our latest vehicles with customer needs, designing in quality, and reducing cost by facilitating manufacturability.

22) Detail the fueling or power source options available with your solutions and identify related performance or technological advancements or enhancements.

We offer vehicles powered by gas, diesel, JP8, and electric. We offer optional motors, and many different batter option alternatives, such as lead acid, maintenance free batteries, and Lithium-Ion batteries.

We manufacture several of our gas engines at our own engine facility and have an equity partnership with our Lithium-Ion battery supplier.

Signature:

A stylized, cursive handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

Date:

5/11/2017