

Form C

EXCEPTIONS TO PROPOSAL TERMS, CONDITIONS,
AND SOLUTIONS REQUEST



Company Name: _____ Venture Products, 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

Proposer's Signature: _____ Date: 6/12/17

8/18/17

NJPA's clarification on exceptions listed above:

Empty rectangular box for NJPA's clarification on exceptions listed above.

Review and Approved:

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

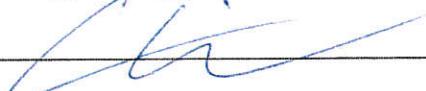
In compliance with the Request for Proposal (RFP) for GROUND MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, 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: Venture Products, Inc. Date: June 12, 2017

Company Address: 500 Venture Dr

City: Orrville State: OH Zip: 44667

Contact Person: Ryan Miller Title: Government Contract Specialist

Authorized Signature:  C. Ryan Miller
(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-VPI

Proposer's full legal name: Venture Products, Inc.

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:



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 August 17, 2017

NJPA Contract # 062117-VPI

Vendor Authorized Signatures:

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

Vendor Name Venture Products, Inc.

Authorized Signatory's Title Government Contracts Specialist



VENDOR AUTHORIZED SIGNATURE

C. Ryan Miller

(NAME PRINTED OR TYPED)

Executed on August 18, 2017

NJPA Contract # 062117-VPI

PROPOSER ASSURANCE OF COMPLIANCE

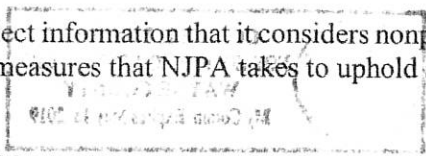


Proposal Affidavit Signature Page

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: Venture Products, Inc.

Address: 500 Venture Dr

City/State/Zip: Orrville, OH 44667

Telephone Number: 330-683-0075

E-mail Address: sales@ventrac.com

Authorized Signature: 

Authorized Name (printed): C. Ryan Miller

Title: Government Contract Specialist

Date: June 12, 2017

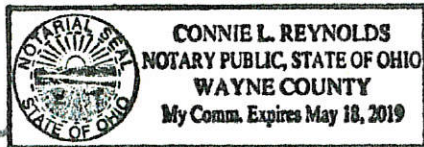
Notarized

Subscribed and sworn to before me this 12TH day of June, 2017

Notary Public in and for the County of Wayne State of Ohio

My commission expires: May 18, 2019

Signature: 





PROPOSER QUESTIONNAIRE

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

Proposer Name: _____ VENTURE PRODUCTS, INC. _____

Questionnaire completed by: _____ RYAN MILLER _____

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Standard - 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?

In an effort to provide the greatest discount to all contract customers VPI does not subsidize financing for contract purchases. We do utilize a company for municipal leasing and educational financing with the product sold at contracted pricing and financing costs being additional charges included in the invoice. Examples have included \$1 buyout, % based buyouts' and biennial leasing with dealer cooperation.

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.

VPI will utilize two separate ordering processes with only one being utilized in any given situation. The first option is the most common, allowing for dealers to work directly with their customers while the second will accommodate those NJPA members who contact VPI directly without having selected a local dealer.

1) Dealer receives the PO directly

- a. PO referencing NJPA Contract is issued to and given to the dealer
- b. Dealer fills the order using dealer inventory (ordering product not on hand through regular ordering procedures)
- c. Dealer invoices customer
- d. Dealer submits request, including all relevant and necessary paperwork, to VPI for contract sale subsidy
- e. VPI pays out dealer's contract sale subsidy
- f. VPI tracks and logs these submissions for reporting purposes

2) VPI receives the PO directly

- a. PO referencing NJPA Contract is issued to and given to VPI
- b. VPI selects the best dealer for the delivery and service of the order (if customer has not requested a specific dealer)
- c. Order is filled through selected dealer
- d. VPI invoices customer
- e. VPI tracks and logs the sale 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?

VPI has P-card services available to GSA customers. We are currently exploring the expansion of those services to other contract customers. VPI will have P-card capabilities available to NJPA customers in the event of an award with fees, if any, not to exceed 2%.

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.

NJPA customers receive our 2-yr commercial warranty. This warranty is not limited by hours or usage. We currently have all domestic regions covered by our dealership network. VPI also has dealership representation throughout most of Canada. Ventrac dealers are trained on warranty coverage and generally determine and make warranty repairs without factory interaction. Proof of purchase may be required and all warranty work must be completed by an authorized Ventrac dealer.

Warranty claims are submitted to Ventrac by the dealer through our dealer website. Claims are reviewed daily and are normally processed within 48hrs. Our dealers are reimbursed for warranty mileage and travel.

In support of our 100% customer satisfaction objective we continually strive to find new and better ways to support our product and meet the needs of our customers. Often, we go above the call of duty and beyond our warranty policy to do what is right in supporting our product and taking care of our customers. Our motto is “do what is right by the customer and treat others the way we would want to be treated”.

With this motto in mind we do not have an official return or exchange program. We invest in our dealers and customers up front in an effort to provide each individual customer with the exact product they need for their intended purposes. Many of our sales involve the potential customer receiving real life seat time, on site where they will be using the equipment. In the event that the equipment package is not performing as expected VPI’s service department and the local dealer will work with the customer until the issue is resolved.

See *Service* folder for customer warranty, dealer warranty and dealer locations

- 6) Describe any service contract options for the items included in your proposal.
None at this time

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.

The Ventrac product line offers multiple power unit options with over 30 different attachments. This combination gives you a small power pack designed for maximum performance and versatility for many different market places. We offer a variety of mowing solutions, a one pass snow management system and multiple task specific attachments all utilizing one power unit that effectively minimizes maintenance and service costs.

Further info if desired can be found on Form A, in *Products and Pricing* folder or by visiting <https://www.ventrac.com/products>

- 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.)

Flat discount off MSRP pricelist with anticipated annual updates to reflect changes made to MSRP.

See included pricelist – 2017_NJPA_ALL_Ventrac

- 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.

15% off MSRP

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.

The nature of our products do not lend themselves to large volume single purchases, therefore we have maximized the discount we are offering in order for every customer to benefit the greatest. This results in no additional discounts for the occasional high-volume, single-order customer.

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.

The nature of our products and the fact we are the manufacturer minimizes the need to source other materials. If the dealer is including aftermarket accessories in their proposal, pricing will be provided on a case by case basis. If the product is VPI manufactured but is ‘open-market’ as it has not been added to the contract yet, it will be clearly labeled as ‘open-market’ and will be priced at 15% off MSRP, as if it was contracted.

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, delivery and set-up charges are the only additional fees allowed by VPI. Installation is limited to the optional all-season cabs. Full cab installation is listed in our contract pricelists at \$575 to be included at the dealers’ discretion. Set-up and Delivery fees are also charged at the discretion of the dealer and discouraged for local deliveries. All additional fees are charged by or on behalf of our delivering dealers and when invoicing is completed by VPI those fees are passed on to the dealer dollar for dollar. Fees deemed excessive by VPI will be corrected at the dealer’s expense.

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

As a manufacturer that utilizes a dealership network for the sales and service of our equipment, the transportation of our equipment to the customer consists of 2 legs. The first is from VPI to the dealer, the second is dealer to customer. The first leg is completed by freight companies, generally contracted by VPI or the dealer receiving delivery. Between the first and second leg is the staging of the equipment by the dealer. The second leg is completed by the dealership. This is generally straightforward but may occasionally involve some creativity.

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

The second leg, dealer to customer, remains the same with much of the ‘creativity’ mentioned in the previous answer involving these locations. The first leg still involves freight companies, however, in these sales we utilize companies that specialize in particular lanes and each scenario is quoted individually.

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

Standard delivery consists of dealers staging equipment prior to delivery allowing for in-the-seat training upon delivery.

Current contract pricing (NJPA included upon award) is available through our Prospective Booklet. This insures our dealers have access to and are accountable for presenting accurate pricing to customers purchasing through any of the contracts available.

PO's received directly by VPI will be entered into an internal contract log kept on a quarterly basis tracking every contract related PO.

PO's issued to a dealer are submitted by the dealer to VPI through an online system for a rebate to offset selling at the contracted price. Failure to promptly report can result in a reduction of the rebate. This program is and has been a key component for VPI to maintain consistently accurate reports. Sales are reported and fees paid based on the date VPI receives the PO so there is no risk of fees being lost on PO's issued to the dealer on the last few days of a quarter.

- 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.)

Proposed administration fee is 2% of equipment sold through NJPA.

Industry-Specific Questions

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

Versatility- We offer one of the most robust and dependable mower decks available in the market, which most of our customers purchase, but we go far beyond this. We offer attachments that quickly change providing professionals the ability to do more tasks well with one machines. Grounds Maintenance Professionals can aerate, grind stumps, move mulch, remove leave, clear snow and more all with one Ventrac.

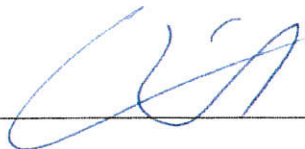
Slope Mowing- Ventrac is best in the industry in offering equipment that can safely operate on 30° slopes where other equipment can't go. Many Zero Turn mowers are rated for 12° slopes MAX rating, and a traditional compact tractor maxes out at a 20° rating. Ventrac's unique design offers more stability than any other tractor in our class.

Articulating and Oscillating Frame- Ventrac is designed with an industry leading frame design that features a center pivot allowing the tractor to articulate and oscillate. This design allows the tractor to maneuver with a much tighter turning radius and virtually eliminates and ground/turf damage that would be caused by a traditional compact tractor.

- 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.

Compact Utility Tractor, Sidewalk Snow Removal, Slope Mowing, Ride-on Mower, Golf Course Equipment, Athletic Field Maintenance

Signature: _____



Date: _____

6/12/17