



Contract Award Notification

Title	: Group 40625 –Heavy Equipment (Statewide) Classification Code(s): 21, 22, 23, 24, 25, 39 and 40
Award Number	: <u>PGB 22792</u>
Contract Period	: Various. See Contractor Information page
Bid Opening Date	: May 30, 2014
Date of Issue	: July 8, 2014 (Revised March 19, 2019)
Specification Reference	: As Incorporated In The Piggyback Agreements
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Elizabeth Gocs	Procurement Services
Title : Contract Management Specialist 1	Customer Services
Phone : 518-486-1821	Phone : 518-474-6717
E-mail : elizabeth.gocs@ogs.ny.gov	E-mail : customer.services@ogs.ny.gov

**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

This award includes a wide variety of heavy duty equipment including but not limited to aerial lift trucks, backhoes, compaction rollers, compression rollers, compressors, dozers, graders, excavators, mowing tractors, and mowing attachments and trailers with related accessories, attachments and supplies.



Contractor Information Summary

Updated: April 10, 2019

Group 40625 – HEAVY DUTY EQUIPMENT (Statewide)

Award Number: [PGB-22792](#) Contract Period *See Below For Specific Contract Periods*

For a list of available equipment types for each Contractor, please click here:
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/4062522792Equipment.pdf>

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68131	Deere & Company 2000 John Deere Run Cary, NC 27513 Federal ID 362382580 NYS Vendor ID 1000009176	Contract Period: 05/16/2018 to 08/17/2021 Contractor and Pricing Information Terms & Conditions
PC67140	Deere & Company 2000 John Deere Run Cary, NC 27513 Federal ID 362382580 NYS Vendor ID 1000009176	Contract Period: 10/22/2015 to 03/16/2020 Contractor and Pricing Information Terms & Conditions
PC68466	Falcon Road Maintenance Equipment, LLC. 2000 Austin St Midland, MI 48642 Federal ID 472654196 NYS Vendor ID 1100158088	Contract Period: 12/20/2018 to 10/02/2021 Contractor and Pricing Information Terms & Conditions
PC67423	Felling Trailers, Inc. 1525 Main Street South Sauk Centre, MN 56378 Federal ID 411329390 NYS Vendor ID 1100157965	Contract Period: 06/09/2016 to 05/16/2020 Contractor and Pricing Information Terms & Conditions

Group 40625– Award 22792, Heavy Equipment

Deere & Company

Contractor and Pricing Information

May 15, 2018

Contract #	Contractor & Address	Centralized Contract Contacts	Federal ID NYS Vendor ID
NYS Contract: PC68131 NJPA Contract: 062117-DAC	Deere & Company 2000 John Deere Run Cary, NC 27513	Name: Andrew Roman Phone: (919) 804-2285 Phone: (800) 358-5010, Option 2 Email: govcontractsupport@johndeere.com Name: Paul Demaine Phone: (585) 245-2652 Email: demainepaul@johndeere.com	Federal ID 362382580 NYS Vendor ID 1000009176
Order Management Department: (800) 358-5010; Email: CorpAcctGovSupport@JohnDeere.com			
Business Hours: 8am to 5pm. Monday – Friday.			

Contract Price and Discounts

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering Authorized User. The Authorized Dealer may charge \$4.00 per loaded mile to deliver equipment from its dealership to the Authorized User. The Authorized User may use the Authorized Dealer for delivery, may pick-up the equipment, or may contract for delivery with anyone it chooses.

Link to Contractor Price List (List Prices): John Deere Nationally Published Price Lists for all John Deere equipment may be found at www.johndeere.com. From the main website (1) select "USA" as your region or country, (2) select "Build Your Own" under the drop-down menu for "Buying & Financing," (3) click on the underlined "Build Your Own" to open a new window where you may choose your category of equipment.

Discounts and authorized dealers follow on the ensuing pages. Purchase orders should be sent to John Deere at the address above.

Price Book Tabs	Product Descriptions	Discounts off MSRP
L21	Residential Zero-Turn-Radius Mowers & Equipment	0%
L25	Lawn Tractors (D100s only) & Equipment	0%
L25	Lawn Tractors (X300s only) & Equipment	17%
L30	Garden Tractors & Equipment	17%
L35	Equipment for Lawn & Garden Tractors	17%
C10	Commercial Walk-Behind Mowers & Equipment	22%

Price Book Tabs	Product Descriptions	Discounts off MSRP
C13	Commercial Zero-Turn-Radius Mowers & Equipment	22%
C15	Commercial Front Mowers & Equipment	22%
C18	Commercial Wide Area Mowers & Equipment	22%
C21	Equipment for Commercial Mowing Products	22%
C20	Compact Utility Tractors & Equipment	17%
C25	Equipment for Compact Utility Tractors	17%

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PC68200	Alamo Group (TX) Inc. DBA Alamo Industrial 1502 East Walnut St. Seguin, TX 78155	742362509 1000058230
PC66582	Altec Industries, Inc. 33 Inverness Center Pkwy, Suite 110 Birmingham, AL 35242	630362926 1000009606
PC68218	Atlantic Machinery, Inc. 2628 Garfield Ave. Silver Spring, MD 20910	521190648 1100147906
PC66988	Caterpillar Inc. 100 NE Adams St., Peoria IL 61629	370602744 1100137599
PC66989	Cives Corporation DBA Viking Cives (USA) 1825 Old Alabama Rd., Suite 200 Roswell, GA 30076	160955800 1000007605
PC67141	Clark Equipment Company d/b/a Bobcat Company and Doosan Infracore Construction Equipment America 250 E. Beaton Dr. West Fargo, ND 58078	380425350 1000009236
PC67087	CNH Industrial America LLC 700 State Street Racine, WI 53404 (Agriculture)	760433811 1100123548
PC67265	CNH Industrial America LLC 700 State Street Racine, WI 53404 (Construction)	760433811 1100123548
PC68131	Deere & Company 2000 John Deere Run Cary, NC 27513	362382580 1000009176
PC67140	Deere & Company 2000 John Deere Run Cary, NC 27513	362382580 1000009176

(continued)

Group 40625-22792 Deere & Company Contractor & Pricing Information

Dealer Name	Address	City	Zip	Phone	Fax	SBE (Yes/No)	Contact Person	Email Address
LANDPRO EQUIPMENT LLC	3237 UNION STREET	NORTH CHILI	14514	5855943700	5855941175	Yes	Gov't Sales Rep	CHILIMAIL@LAKELANDEQUIPMENT.COM
LANDPRO EQUIPMENT LLC	13330 ROUTE 31	SAVANNAH	13146	3153652888	3153652887	Yes	Gov't Sales Rep	SAVANNAHMAIL@LAKELANDEQUIPMENT.COM
LEBERGE & CURTIS, INC.	5984 COUNTY ROUTE 27	CANTON	13617	3153868568	3153865285	Yes	Gov't Sales Rep	awhite@lebergeandcurtis.com
LINDSEY LAWN & GARDEN, INC.	8390 ROUTE 434	APALACHIN	13732	6076255570	6076255515	Yes	Gov't Sales Rep	lindseylawn@stny.rr.com
LINDSEY LAWN & GARDEN, INC.	134 DANIEL ZENKER DRIVE	BIG FLATS	14814	6075623226	6075623296	Yes	Gov't Sales Rep	lindseylawnbf@stny.rr.com
LINDSEY LAWN & GARDEN, INC.	207 WEST ARTERIAL HIGHWAY	BINGHAMTON	13901	6076485776	6076483513	Yes	Gov't Sales Rep	bkilmerjd@yahoo.com
LINDSEY LAWN & GARDEN, INC.	112 ROUTE 369	PORT CRANE	13833	6076485776	6076483513	Yes	Gov't Sales Rep	linseylawn@stny.rr.com
M & R SPORTS AND MOWER, INC.	2014CRANEBROOK DR	AUBURN	13021	3152529069	3152550776	Yes	Gov't Sales Rep	MANDRSPO@ROCHESTER.RR.COM
MOUNTAIN VIEW EQUIPMENT, LLC	4041 STATE ROUTE 11	MALONE	12953-4301	5184830420	5184832197	Yes	Gov't Sales Rep	chet@girouxbrothers.com
MOUNTAIN VIEW EQUIPMENT, LLC	8092 STATE ROUTE 9	PLATTSBURGH	12901	5185613682	5185613724	Yes	Gov't Sales Rep	scott@mtviewequip.com
MULLALLY TRACTOR SALES, INC.	4510 STATE ROUTE 52	JEFFERSONVILLE	12748-6110	8454825222	8454829028	Yes	Gov't Sales Rep	TMULLALLY@HVC.RR.COM
N SYRACUSE LAWN & SNOW INC	8279 RTE 11	CICERO	13039	3156995221	3156995222	Yes	Gov't Sales Rep	lawnsnow@TRAKNET.COM
NORWICH IMPLEMENT INC	5621 STATE HWY 12	NORWICH	13815	6073366816	6073366816	Yes	Gov't Sales Rep	NI@FRONTIERNET.NET
O'HARA MACHINERY, INC.	1289 CHAMBERLAIN RD	AUBURN	13021	3152533203	3152539447	Yes	Gov't Sales Rep	DEERE@OHARAMACHINERY.COM
R. ARGENTO & SONS, INC.	1 PROSPECT AVE	WHITE PLAINS	10607	9149491152	9149480255	Yes	Gov't Sales Rep	AL@ARGENTOANDSONS.COM

Group 40625– Award 22792, Heavy Equipment

HOW TO USE THE CONTRACTS

July 8, 2014

PIGGYBACK CONTRACTS

Group 40625, Award 22792 includes “piggyback” contracts made between OGS and the Contractors (see the “Award Document” page linked from <http://www.ogs.ny.gov/purchase/spg/awards/4062522792Can.htm>). The terms and conditions of the Piggyback Contracts (see the “Contractor Information” page linked from <http://www.ogs.ny.gov/purchase/spg/awards/4062522792Can.htm>) shall supersede any conflicting terms and conditions set forth in the Master Contracts. The Master Contracts are contracts established by the National Joint Powers Alliance (NJPA); <http://www.njpacoop.org>.

PROCUREMENT RECORD

When placing purchase orders under the contract(s), the Authorized User should be familiar with and follow the terms and conditions governing its use. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The Authorized User, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible. Authorized Users have the responsibility to document purchases which should include:

- a. a statement of need and associated requirements,
- b. obtaining all necessary prior approvals,
- c. a summary of the contract alternatives considered for the purchase,
- d. the reason(s) supporting the resulting purchase (e.g., show that basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PRICE AND DISCOUNT

New York State Contract discounts are listed on the “Contractor and Pricing Information” pages linked from the “Contractor Information” page located at <http://www.ogs.ny.gov/purchase/spg/awards/4062522792Can.htm>. The Contractor’s price list may be obtained by following the link on the “Contractor and Pricing Information” page, or by contacting the Contractor’s Centralized Contract Contact.

1. **MINIMUM ORDER.** There are no minimum order quantities under the Master Contract or this Piggyback Contract.
2. **PRICE AND DISCOUNTS.** Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering Authorized User.

In the alternative, shipping costs from the shipping point may be added to invoice for the product, with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. Contractor shall provide the Authorized User with an estimate of shipping charges prior to placement of an order. All such orders shall be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the Purchase Order by the Authorized User.

3. Any prompt payment terms (cash discounts) or quantity (volume) discounts which are included in the Master Contract will also be included in this Piggyback Contract.

4. "OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT

Purchases of the commodities included in the Piggyback Contract are subject to the "OGS or Less" provisions of State Finance Law §163(3)(a)(v). This means that State agencies can purchase commodities from sources other than the Contractor provided that such commodities are substantially similar in form, function or utility to the commodities herein and are:

- A. lower in price
-and/or-
 - B. available under terms that are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).
5. State agencies are reminded that the Contractor must be provided an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit.

PRODUCT DELIVERY

Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract or Contract Award Notice. Unless otherwise agreed by the Authorized User and Contractor, delivery shall be made within ninety calendar days after receipt of a Purchase Order by the Contractor. The decision of the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

OVERLAPPING CONTRACT ITEMS

Products/services available under this Piggyback Contract may also be available from other New York State contracts, including those listed below. Authorized Users are advised to select the most cost effective procurement alternative that meets their program requirements, and to document the basis for this selection in the procurement record.

1. Group 37000, Award 21459, Mowing Equipment, Commercial and Golf Riding Type
(<http://www.ogs.ny.gov/purchase/spg/awards/3700021459Can.htm>)
2. Group 39101, Award 21342, Pallet/Forklift Trucks (Electric and LPG)
(<http://www.ogs.ny.gov/purchase/spg/awards/3910121342Can.htm>)
3. Group 40603, Award 22063, Wheel Loaders
(<http://www.ogs.ny.gov/purchase/spg/awards/4060322063Can.htm>)
4. Group 45001, Award 22186, Turf Utility Vehicles
(<http://www.ogs.ny.gov/purchase/spg/awards/4500122186Can.htm>)

PURCHASE ORDERS

Purchase Orders shall be effective and binding upon Contractor when placed in the mail or electronically transmitted during this Piggyback Contract period addressed to the Contractor at the address for receipt of orders designated in the Master Contract or Contract Award Notification. Any discrepancies between the terms stated on the Contractor's order form, confirmation or acknowledgment, and the Piggyback Contract terms shall be resolved in favor of the terms most favorable to the Authorized User. If an Authorized User of the Piggyback Contract adds written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Piggyback Contract, the Contractor may reject the Purchase Order within five (5) business days of its receipt or fulfill the Purchase Order. Prior to rejection of any additional terms and conditions to the Purchase Order, the Contractor has an obligation to attempt to negotiate the additional written terms and conditions in good faith with the Authorized User. For more details on these provisions, See Appendix B, Section 44, *Purchase Orders*.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "*Participation in Centralized Contracts*" in Appendix B, *OGS General Specifications*.

Upon request, all eligible non-state agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use state contracts. Questions regarding an organization's eligibility to purchase from New York State contracts may also be directed to OGS NYSPRO Customer Services at 518-474-6717.

POOR PERFORMANCE

Authorized Users should notify NYSPRO Customer Services promptly if the Contractor fails to meet the requirements of this contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Customer Services:

Office of General Services
New York State Procurement
Customer Services Coordination
38th Floor Corning Tower
Empire State Plaza
Albany, NY 12242

Tel: 518-474-6717
Fax: 518-474-2437
E-mail: customer.services@ogs.ny.gov

* * * *

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 mower (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.

1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

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

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

C. COST PLUS A PERCENTAGE OF COST

5.15 “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

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

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user’s location. For example, if you are proposing equipment/products FOB Proposer’s dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user’s location.

H. SOURCED GOOD or OPEN MARKET ITEM

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

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 **The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged,** and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.