



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 7011EC08

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 BUYER 33
 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

PARTS DEPARTMENT
 (304) 636-6421
 LESLIE EQUIPMENT COMPANY
 ROUTE 33 WEST
 NORTON, WV 26285

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/10/2010				

BID OPENING DATE: 01/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		760-50		\$ 481,301
SKID STEER LOADER WITH ATTACHMENTS REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE SKID STEER LOADER WITH ATTACHMENTS, PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL, AT THE ADDRESS IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-2596, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. DEADLINE FOR TECHNICAL QUESTIONS IS 01/06/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED. MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 01/13/2011 AT 11 AM, 2019 WASHINGTON ST. E., CHARLESTON, WV 25305. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY						

RECEIVED
 JAN 16 AM 10:07
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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<p>REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p>						

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ADDENDUM NO.'S:						
NO. 1	DPG					
NO. 2	DPG					
NO. 3	DPG					
NO. 4	DPG					
NO. 5	DPG					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....<i>David A. ...</i>..... SIGNATURE</p> <p>.....<i>Leslie Equipment Company</i>..... COMPANY</p> <p>.....2-17-11..... DATE</p>						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						

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REV. 09/21/2009						
EXHIBIT 2						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN						

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<p>MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p> <p>REV. 5/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS,</p>						

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<p>AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHERI SLONE - FILE 33</p> <p>RFQ. NO.: 7011EC08</p>						

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BID OPENING DATE: 01/27/2011 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-636-3516 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- David Gaasend ----- ***** THIS IS THE END OF RFQ 7011EC08 ***** TOTAL: _____						

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 351-2-G

SKID STEER LOADER WITH ATTACHMENTS

NOTE TO BIDDER: Procurement Specification No. 351-2-G, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with a summary of exception as a separate attachment, should be with Bidder's Evaluation Report.
FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 7011EC08

Bidder's Name: Leslie Equipment Company

Address: Rt 33 West / P.O. Box 299, Norton, WV 26285

Telephone Number: 304-636-6421

Years Bidder has been registered to do business with the State of West Virginia: 35 YRS.

Years Company has been an authorized dealer for proposed unit: 15 YRS.

X3.2 Have you complied with all mandatory specifications? YES NO

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 90 Calendar Days After
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 120 Calendar Days After Receipt of
Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1 Price for loader only:

\$ 34,206.⁰⁰ per unit

Price for one (1) loader with one (1) of each of the attachments:

\$ 481,301.⁰⁰

X6.0 SPECIFICATIONS - GENERAL

X6.1 Manufacturer, model, series, and date of manufacture of proposed unit:

2011 John Deere 326D Skid Steer Loader

Is descriptive literature, fully describing proposed unit attached to your bid? YES NO

If not, why? _____

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units?

YES NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit?

YES NO

X6.2
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY SUCCESSFUL BIDDER OR MANUFACTURER'S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH.

DESCRIPTION: Skid Steer loader MAKE: John Deere
 MODEL: 3260 YEAR: 2011 PURCHASE AMOUNT: \$ 34,206
 ENGINE: MAKE: JD MODEL: L5030 HT FUEL TYPE: Diesel
 HORSEPOWER: 70 CYLINDER: _____ ENGINE SERIAL: On Order
 COOLING SYSTEM CAPACITY: 2.6 gal

BELTS: DESCRIPTION: PART NUMBERS:
7rib serpentine w/o A/C R528334
7rib serpentine with A/C R528335

GVW: 8,125 AXLE CAPACITY: FRONT: N/A REAR: N/A
 TIRES: FRONT MAKE & SIZE: Goodyear 12X16.5
 REAR MAKE & SIZE: " "

DIMENSIONS OF UNIT: LENGTH: 11' 10" WIDTH: 6' 1" LENGTH: _____

VENDOR CONTACT PERSON: David Gaasen PHONE: 304-636-6421

PARTS:

BATTERY MAKE: Deere MODEL: Group 31 CCA: 925
 TOP OR SIDE POST: Top DIMENSIONS: LENGTH 12.9" WIDTH 6.8" HEIGHT 9.3"
 SPARK PLUGS OR FUEL INJECTORS MAKE: Deere PART #: RE534960
 FUEL PUMP OR INJECTION PUMP MAKE: Deere MODEL: RE534346
 ALTERNATOR MAKE: Deere PART #: RE529377
 STARTER MAKE: Bosch PART #: RE508932
 TURBO CHARGER MAKE: Deere PART #: RE534967
 TRANS. MAKE: Deere MODEL: Hydrostatic AUTO/MANUAL: Auto
 HYDRAULIC PUMP MAKE: Deere MODEL: AT356382

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	<u>Deere</u>	<u>RE519626</u>		<u>DEERE</u>
AIR INNER	"	<u>AT332909</u>		
AIR OUTER	"	<u>AT332908</u>		
FUEL PRIMARY	"	<u>RE533026</u>		
FUEL SECONDARY	"	<u>T257865</u>		
COOLANT	"	<u>T426675</u>		
HYDRAULIC	"	<u>T426669</u>		
OTHER	<u>A</u>			

X6.3 TRAINING:

Will training seminar be conducted on Preventive Maintenance, Operator and Mechanic Training YES NO

Will you conduct training with each purchase order against this open end contract? YES NO

Will training be conducted within 2 working days from the delivery of the pilot unit on the individual purchase order? YES NO

If NO, explain time frame: If possible it will be two Days - No less than 5

Will an Operator's Manual be furnished directly to Training Academy prior to the delivery of the pilot? YES NO

X6.4 If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, required in conducting the training? YES NO

X6.4.1 Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit? YES NO
If NO, explain _____

X6.5 WARRANTY AND SERVICE POLICY

Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specifications YES NO

Is warranty literature attached? YES NO

Is a minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items included? YES NO

Describe: See Attachment

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.

(If additional lines are needed, make copies of form.)

1. Define the terms of the standard warranty. If not offered, so state. (Attach copy)

See Attachment

2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.

Norton, WV, Fairmont W, Marietta OH, Cross Lanes WV, Beaver WV
Cambridge Ohio, Cowen, WV, Pikeville KY, Chillicothe OH

3. List locations for parts inventories that are within the State of West Virginia. Also, list availability levels, if known.

Same as above

4. During the term of warranty, list the guarantee discount to manufacturer's published list price for parts that bidder will sell the parts to owner.

- A. Terms: Net 30 Manufacturer's published list price less: _____ % discount
- B. Terms: Net 60 Manufacturer's published list price less: N/A % discount
- C. Terms: Net 90 Manufacturer's published list price less: N/A % discount

5. During the term of warranty, will all manufacturers or engineering improvements be submitted to Division of Highways? YES NO

6. During the term of warranty, list the guaranteed rates charged for repair to the unit.

- A. Shop Rate \$ 70.⁰⁰ per mechanic hour
- B. Travel Time Charge \$ 50.⁰⁰ per mechanic hour
(Specify if one-way) 1.95 ; port to port 1.95 per hour
- C. Mileage Charge \$ 1.95 per vehicle mile
(Specify if one-way) _____ ; port to port _____
- D. Field Mechanic Rate \$ 80.⁰⁰ per mechanic hour
- E. Specify period of time that prices are in effect: Open Ended
- F. Surcharge for miscellaneous items: 3% of total Labor

X6.6 EVALUATION COMMITTEE REQUIREMENTS

Is all component specifications, product literature, component models provided for Evaluation Committee bid determination? YES NO

X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry? YES NO

X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished? YES NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included? YES NO

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

The bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications. Should the bidder except a requirement, then such exception may be only on the basis that such feature is not offered by the manufacturer. The Division will have the sole discretion as to whether the bidder's substitution meets the requirements of the specifications.

Manufacturer: John Deere Model: 326D

Will the unit be completely assembled, adjusted with all equipment including standard and extra equipment installed and ready for continuous operation YES NO

Are all parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment be included? YES NO

X8.1 Operating weight of skid steer unit: 8,125 lbs.

X8.2 Wheelbase: 48 inches

X8.3 Diesel Engine:

- X8.3.1 Horsepower (Net): 70 HP
- X8.3.2 Is engine pre-heat system provided YES NO
- X8.3.3 Is manufacturer's recommended fuel filter with water separator provided? YES NO
- Manufacturer: JD
- X8.3.4 Is unit equipped with automatic engine shutdown for low oil pressure and engine/hydraulic temperature YES NO
- X8.3.5 Dry type air filtration with primary and secondary elements YES NO

X8.4 Hydraulic System:

- X8.4.1 Auxiliary hydraulics: 21 GPM
- X8.4.2 Does unit have high flow hydraulic system YES NO
- GPM: 33
- X8.4.3 Filtration: 3 micron
- X8.4.4 Adequately sized hydraulic reservoir for the prime mover as well as any and all attachments YES NO
- Is gallons label and sight gauge included YES NO
- X8.4.5 Are hydraulic hoses cordova wrapped for operator protection YES NO
- X8.4.6 Are auxiliary front hydraulics with couplers provided with easy access with controls at operator station YES NO

X8.5 Electrical System:

- X8.5.1 Manufacturers heavy duty 12 volt system YES NO Manufacturer: JD
- X8.5.2 Alternator: 70 amps
- X8.5.3 Battery manufacturers heavy duty maintenance free 12 volt YES NO CCA: 925
- X8.5.4 Work lights, dual front halogen; at least one rear halogen YES NO

X8.6 Instrumentation: Audible and/or lighted warnings YES NO

X8.6.1 Fuel level YES NO

X8.6.2 Battery voltage YES NO

X8.6.3 Engine coolant temperature YES NO

X8.6.4 Transmission charge pressure YES NO

X8.6.5 Hydraulic oil temperature YES NO

X8.6.6 Engine oil pressure YES NO

X8.6.7 Engine air cleaner restriction YES NO

X8.6.8 Park brake reminder YES NO

X8.6.9 Seat belt reminder YES NO

X8.7 Tires:

X8.7.1 Manufacturers standard pneumatic lug tires with 12 ply rating YES NO

Manufacturer: Good year

X8.8 Safety:

X8.8.1 Backup alarm (OSHA approved) YES NO

X8.8.2 Certified ROPS and FOPS YES NO

X8.8.3 Parking brake manufacturers standard YES NO

X8.8.4 All manufacturers safety related decals and safe operation recommendations affixed to each unit upon delivery YES NO

X8.8.5 Rear view mirror YES NO

X8.8.6 Equipped with rear window emergency escape YES NO

X8.8.7 Low profile strobe light mounted for 360° visibility YES NO

Manufacturer/Model: Service mate

- X8.8.8 Front and rear emergency flashers YES NO
- X8.8.9 Fire extinguisher bracket YES NO
- X8.9 Accessories:
- X8.9.1 Quick-Tatch 2 level attachment mounting design compatible with 90% of BobCat, New Holland, John Deere, and Case attachments YES NO
- X8.9.2 Rear counterweights provided to adequately balance unit with heaviest attachment mounted YES NO
- X8.9.3 Vinyl suspension seat with automotive type seat belt YES NO
- X8.9.4 Cab-all-weather enclosure with sliding side glasses YES NO
- X8.9.5 Front door with wiper, washer YES NO
- X8.9.6 Does unit have manufacturers heater/defroster/with air conditioner YES NO
- X8.9.7 Is unit hydrostatic all wheel drive YES NO
- X8.9.8 Integral belly plate YES NO

X8.10 Paint:

X8.10.1 Describe manufacturers recommended paint preparation and color: _____

John Deere yellow (See Brochure) Available in Spray
Can or 1 or 5 Gallon Can

X9.0 Attachments with attachment control kit:

- X9.1 Are all attachments mounted on a quick-change mechanism YES NO
- X9.2 Backhoe operation possible with the lift arms in the down position YES NO
- X9.3 Is a single control unit provided which will control all available attachments YES NO
- X9.4 Are you supplying all attachments as listed in the specifications: YES NO

X9.4.1 Does the AUGER you are providing meet or exceed the specification? YES NO

Manufacturer: John Deere (Worksite Pro)

	MODEL: PA 15	MODEL: PA 30
Auger	\$ 1,744. ⁰⁰	\$ 1955. ⁰⁰
BITS - HEX:		
6" X 50" Head	\$ 225. ⁰⁰	\$ 225. ⁰⁰
12" x 50" Head	\$ 375. ⁰⁰	\$ 375. ⁰⁰
24" x 50" Head	\$ 740. ⁰⁰	\$ 740. ⁰⁰
SINGLE FLIGHT EXTENSIONS:		
12" Extension	\$ 155. ⁰⁰	\$ 155. ⁰⁰
24" Extension	\$ 175. ⁰⁰	\$ 175. ⁰⁰
48" Extension	\$ 350. ⁰⁰	\$ 350. ⁰⁰

TOTAL PRICE: \$ 3,764.⁰⁰ \$ 3,975.⁰⁰

X9.4.2 Does the BACKHOE WITH 12 INCH BUCKET you are providing meet or exceed the specification? YES NO

Manufacturer: John Deere (Worksite Pro)

	MODEL: BH 7	MODEL: BH 8	MODEL: BH 9	MODEL: BH 11
Bucket with 12 Inch Bucket	\$ 7,910. ⁰⁰	\$ 8,565. ⁰⁰	\$ 10,245. ⁰⁰	\$ 10,820. ⁰⁰

TOTAL PRICE: \$ 7,910 \$ 8,565.⁰⁰ \$ 10,245.⁰⁰ \$ 10,820.⁰⁰

X9.4.3 Does the **BACKHOE-MINI** you are providing meet or exceed specifications? YES NO

Manufacturer: John Deere (Worksite Pro)

	MODEL:	MODEL:	MODEL:
	BH 7	BH 7	BH 7
Backhoe - Mini	\$ 7,910	\$ 7,910	\$ 7,910
TOTAL PRICE:	\$ <u>7,910</u>	\$ <u>7,910</u>	\$ <u>7,910</u>

X9.4.4 Does the **BLADE - DOZER** you are providing meet or exceed specifications? YES NO

Manufacturer: John Deere (Work Site Pro)

	MODEL:
	96" Dozer Blade
Blade - Dozer	\$ 4,875
TOTAL PRICE:	\$ <u>4,875.⁰⁰</u>

X9.4.5 Does the **BOOM - MATERIAL HANDLING** you are providing meet or exceed the specifications? YES NO

Manufacturer: John Deere (Worksite Pro)

	MODEL:
	BP 72
Boom - Material Handling	\$ 4,670. ⁰⁰
TOTAL PRICE:	\$ <u>4,670.⁰⁰</u>

X9.4.6 Does the **BREAKER - HYDRAULIC** you are providing meet or exceed the specifications? YES NO

Manufacturer: Allied MFG (Rammer Hammer)

	MODEL: <u>TN 22</u>
Breaker - Hydraulic	\$ <u>8,100.⁰⁰</u>

TOTAL PRICE: \$ 8,100.⁰⁰

X9.4.7 Does the **BROOM - ANGLE - POLY/WIRE BRISTLES - WATER KIT WITH 25 GALLON TANK** you are providing meet or exceed the specifications? YES NO

Manufacturer: John Deere

	MODEL: <u>BA 81</u>
Broom - Angle - Poly/Wire Bristles - Std. Manual Angle	\$ <u>5530.⁰⁰</u>
Optional Water Kit with 25 Gallon Tank	\$ <u>1,695.⁰⁰</u>
Optional Hydraulic Angle	\$ <u>Included in Price</u>

TOTAL PRICE: \$ 7,225.⁰⁰

X9.4.8 Does the **BROOM - GENERAL PURPOSE PICK-UP** you are providing meet or exceed the specifications? YES NO

Manufacturer: _____

	MODEL: <u>BP 72</u>
Broom - General Purpose Pick-Up	\$ <u>4,670.⁰⁰</u>

TOTAL PRICE: \$ 4,670.⁰⁰

X9.4.9 Does the BRUSH CUTTER you are providing meet or exceed the specifications? YES NO

Manufacturer: John Deere

	MODEL: <u>RE72L</u>
Brush Cutter	\$ <u>6,710.⁰⁰</u>
TOTAL PRICE:	\$ <u>6,710.⁰⁰</u>

X9.4.10 Does the BUCKET - BRUSH GRAPPLE you are providing meet or exceed specifications? YES NO

Manufacturer: John Deere (Worksite Pro)

Manufacturer: _____

	MODEL: <u>GT 84</u>
Bucket - Brush Grapple	\$ <u>4,285</u>
TOTAL PRICE:	\$ <u>4,285.⁰⁰</u>

X9.4.11 Does the BUCKET - FORKED SCRAP GRAPPLE you are providing meet or exceed specifications? YES NO

Manufacturer: John Deere (Worksite Pro)

	MODEL: <u>GS 66</u>
Bucket-Forked Scrap Grapple	\$ <u>4,140.⁰⁰</u>
TOTAL PRICE:	\$ <u>4,140.⁰⁰</u>

X9.4.12 Does the **BUCKET - GENERAL PURPOSE** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: John Deere

	MODEL: 6P72	MODEL: 6P72	MODEL: 6P76	MODEL: 6P76Z
Bucket - General Purpose	\$ 945. ⁰⁰	\$ 945. ⁰⁰	\$ 1100	\$ 1100
Optional Teeth	\$ 189	\$ 189. ⁰⁰	\$ 189	\$ 189
Optional Bolt on Cutting Edge	\$ 195. ⁰⁰	\$ 195. ⁰⁰	\$ 195	\$ 195
Optional Bolt on Toothbar Inside Bucket Width	\$ 250	\$ 250	\$ 250	\$ 250

(NOTE: ADD ALL LINES FOR EVALUATION PURPOSES)

TOTAL PRICE \$ 1579 \$ 1,579 \$ 1,734 \$ 1,734

X9.4.13 Do the **BUCKETS - GENERAL PURPOSE UTILITY & LIGHT MATERIAL** meet or exceed the specifications?
 YES NO

Manufacturer: John Deere

	MODEL (GPU): 72"	MODEL (LM): 72"	MODEL (LM): 78"	MODEL (LM): 84"
Bucket (GPU)	\$ 945	\$ 945	\$ 1045	\$ 1200
Bucket (LM)	\$ 945	\$ 945	\$ 1045	\$ 1200
Optional Bolt on Cutting Edge	\$ 195	\$ 195	\$ 195	\$ 195
Optional Bolt on Toothbar Inside Bucket Width	\$ 250	\$ 250	\$ 250	\$ 250

(NOTE: ADD ALL LINES FOR EVALUATION PURPOSES)

TOTAL PRICE \$ 2,335.⁰⁰ \$ 2,335.⁰⁰ \$ 2,535.⁰⁰ \$ 2,845.⁰⁰

X9.4.14 Does the **BUCKET - HEAVY DUTY SCRAP GRAPPLE** you are providing meet or exceed the specifications? YES NO

Manufacturer: John Deere (Worksite Pro)

	MODEL: GS72	MODEL: GS78
Bucket - Heavy Duty Scrap Grapple	\$ 4230. ⁰⁰	\$ 4465
Optional Bolt on Cutting Edge	\$ 195.	\$ 195

(NOTE: ADD ALL LINES FOR EVALUATION PURPOSES)

TOTAL PRICE: \$ 4425.⁰⁰ \$ 4660.⁰⁰

X9.4.15 Does the **BUCKET - MULTI PURPOSE** you are providing meet or exceed the specifications? YES NO

Manufacturer: John Deere

	MODEL: MP72	MODEL: MP78
Bucket-Multi Purpose	\$ 2595	\$ 2595
Optional Bolt on Reversible Cutting Edge	\$ 195. ⁰⁰	\$ 195. ⁰⁰
Optional Bolt on Toothbar Inside Bucket Width	\$ 250. ⁰⁰	\$ 250. ⁰⁰

(NOTE: ADD ALL LINES FOR EVALUATION PURPOSES)

TOTAL PRICE: \$ 3,040.⁰⁰ \$ 3,140.⁰⁰

X9.4.16 Does the **BUCKET - ROCK** you are providing meet or exceed the specifications? YES NO

Manufacturer: John Deere (Worksite Pro)

	MODEL:
Bucket - Rock	\$ 1450. ⁰⁰

TOTAL PRICE: \$ 1450.⁰⁰

X9.4.17 Does the COLD PLANER you are providing meet or exceed the specifications? YES NO

Manufacturer: John Deere (Worksite Pro)

	MODEL:	MODEL:	MODEL:	MODEL:	MODEL:
	CP12	CP18	CP18	CP24	CP30
Cold Planer	\$ 8,740	\$ 15,235.	\$ 15,235	\$ 18,110	\$ 20,185.

TOTAL PRICE: \$ 8,740 \$ 15,235 \$ 15,235 \$ 18,110 \$ 20,185.

X9.4.18 Does the COLD PLANER you are providing meet or exceed the specification? YES NO

Manufacturer: Deleted Addendum 5

	MODEL:
Cold Planer	\$

TOTAL PRICE: \$ _____

X9.4.19 Does the COLD PLANER you are providing meet or exceed the specification? YES NO

Manufacturer: Deleted Addendum 5

	MODEL:
Cold Planer	\$

TOTAL PRICE: \$ _____

X9.4.20 -- Does the **COLD PLANER** you are providing meet or exceed the specification? YES NO

Manufacturer: John Deere

MODEL: <u>CP36</u>	
Cold Planer	\$ <u>24,245</u>

TOTAL PRICE: \$ 24,245

X9.4.21 Does the **CONCRETE CLAW** you are providing meet or exceed the specifications? YES NO

Manufacturer: FFC

MODEL: <u>10024</u>	
Concrete Claw	\$ <u>1,910.⁰⁰</u>

TOTAL PRICE: \$ 1,910.⁰⁰

X9.4.22 Do the **FORKS - PALLET** you are providing meet or exceed the specifications? YES NO

Manufacturer: John Deere (Worksite Pw)

MODEL: <u>48 PF</u>	
Forks - Pallet	\$ <u>792.⁰⁰</u>

TOTAL PRICE: \$ 792

X9.4.23 Does the **GRAPPLE - LOG FORK** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: FFC

	MODEL: <u>LG 28</u>
Grapple-Log Fork	\$ <u>3955</u>

TOTAL PRICE: \$ 3955.⁰⁰

X9.4.24 Does the **HITCH - THREE POINT** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: Noels

	MODEL: <u>TH 3000</u> <u>B/M 1</u>
Hitch-Three Point	\$ <u>445.</u>

TOTAL PRICE: \$ 445.

X9.4.25 Does the **POSTMASTER WITH TILT ATTACHMENT** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: Bradco P'D 4800

	MODEL: <u>P'D 4800</u>
Postmaster with Tilt Attachment	\$ <u>10,841.⁰⁰</u>

X9.4.26 Does the **POWER RAKE** you are providing meet or exceed the specifications? YES NO

Manufacturer: John Deere (Worksite Pro)

	MODEL: <u>PR96B</u>
Power Rake	\$ <u>8710.⁰⁰</u>
Manual Angling	\$
Hydraulic Angling	\$
TOTAL MANUAL ANGLING PRICE:	\$
TOTAL HYDRAULIC ANGLING PRICE:	\$ <u>8710.⁰⁰</u>

X9.4.27 Does the **PREPARATOR** you are providing meet or exceed the specifications? YES NO

Manufacturer: FFC

	MODEL: <u>LAF 3576</u>
Preparator	\$ <u>9245</u>
TOTAL PRICE:	\$ <u>9,245.⁰⁰</u>

X9.4.28 Does the **ROCK WHEEL WITH 50 GALLON WATER KIT** you are providing meet or exceed the specifications? YES NO

Manufacturer: Woods Equipment

	MODEL: <u>RW12</u>	MODEL: <u>RW18</u>	MODEL: <u>RW24</u>
Rock Wheel with 50 Gallon Water Kit	\$ <u>17,100.⁰⁰</u>	\$ <u>19,261</u>	\$ <u>19,787</u>
TOTAL PRICE:	\$ <u>17,100.⁰⁰</u>	\$ <u>19,261.⁰⁰</u>	\$ <u>19,787.⁰⁰</u>

X9.4.29 Does the **ROLLER - VIBRATORY** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: John Deere

	MODEL: <u>VR66C</u>	MODEL: <u>VR73C</u>
Roller - Vibratory	\$	\$
Smooth Drum	\$ <u>7350.⁰⁰</u>	\$ 8225.⁰⁰ <u>8225</u>
Padded Drum	\$ <u>7850</u>	\$ <u>8750</u>

TOTAL SMOOTH DRUM: \$ 7,350.⁰⁰ \$ ~~8225.⁰⁰~~ 8225.
 TOTAL PADDED DRUM: \$ 7,850.⁰⁰ \$ ~~8225.~~ 8750

X9.4.30 Does the **SCARIFIER** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: FFC

	MODEL: <u>SF2000</u>
Scarifier	\$ <u>1,211.⁰⁰</u>

TOTAL PRICE: \$ 1,211.⁰⁰

X9.4.31 Does the **SNOW BLADE** you are providing meet or exceed the specifications?
 YES NO

Manufacturer: John Deere (Worksite Pro)

	MODEL: <u>SP8</u>
Snow Blade	\$ <u>2575.⁰⁰</u>

TOTAL PRICE: \$ 2,575.⁰⁰

X9.4.32 Does the **SNOW BLOWER** you are providing meet or exceed the specifications? YES NO

Manufacturer: John Deere (Work site Pro)

	MODEL:	MODEL:
Snow Blower	\$ <u>84</u> 7,165. ⁰⁰	\$ <u>84H</u> 8,667. ⁰⁰
TOTAL PRICE:	\$ <u>7,165.⁰⁰</u>	\$ <u>8,667.⁰⁰</u>

X9.4.33 Does the **STUMP GRINDER** you are providing meet or exceed the specifications? YES NO

Manufacturer: Woods

	MODEL:	MODEL:	MODEL:
Stump Grinder	\$ <u>SG 20</u> 7,265. ⁰⁰	\$ <u>SG 40</u> 8,435. ⁰⁰	\$ <u>SG 60</u> 9,395. ⁰⁰
TOTAL PRICE:	\$ <u>7,265.⁰⁰</u>	\$ <u>8,435.⁰⁰</u>	\$ <u>9,395.⁰⁰</u>

X9.4.34 Does the **TILLER** you are providing meet or exceed the specifications? YES NO

Tilling width 76"

Manufacturer: _____

	MODEL:	MODEL:
Tiller	\$ <u>RT 66</u> 3,650	\$ <u>RT 66</u> 3,650
TOTAL PRICE:	\$ <u>3,650.⁰⁰</u>	\$ <u>3,650.⁰⁰</u>

X9.4.35 Does the **TREE SPADE** you are providing meet or exceed the specifications? YES NO

Manufacturer: FFC

	MODEL:	MODEL:	MODEL:	MODEL:	MODEL:
	36	40	42	44	48
Tree Spade	\$	\$	\$	\$	\$

TOTAL PRICE: \$ 1571.⁰⁰ \$ 1775.⁰⁰ \$ 1810 \$ 1890 \$ 1995

X9.4.36 Does the **TRENCHER** you are providing meet or exceed the specifications? YES NO

Manufacturer: John Deere

	MODEL:	MODEL:	MODEL:
	TR36B	TR48B	TR48B
Trencher	\$	\$	\$

TOTAL PRICE: \$ 4235.⁰⁰ \$ 4430.⁰⁰ \$ 4530.⁰⁰

GRAND TOTAL FOR ALL ATTACHMENTS: \$ 447,095.⁰⁰

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS – US & Canada

- **Construction, Forestry & Commercial Worksite Products:** 12 months Full Machine Standard Warranty
- **Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment:** 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURAL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.

2. **Factory-Installed Undercarriage Warranty** covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours after the product's original retail purchase or first rental or demonstration use prior to the first retail purchase, whichever occurs first (unless terminated earlier under Section F, below). In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. **StructurALL Warranty** for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the end of the product's Standard Warranty and ends (unless terminated earlier under Section F, below) three (3) years, or 10,000 hours (whichever occurs first) after the product's original retail purchase or first rental or demonstration use prior to the first retail purchase. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint; Cab turntable; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Excavator and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost

due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).

15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days (12 months or 1500 hours, whichever occurs first, for remanufactured components) after installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
 2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
 3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.
- Machine Data may be transferred out of the country where it is generated, including to the U.S.A.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John

Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**