

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: JULY 15, 2009

**AGENDA ITEM
D-4
JULY , 2009**

APPROVE PURCHASE OF BACKHOE, DECLARE BACKHOE AND TRACTOR SURPLUS,
AND AUTHORIZE SALE OF OLD BACKHOE AND TRACTOR

ITEM

Approve purchase of new John Deere JD310J Wheel Loader Backhoe, declare Case backhoe and Ford tractor surplus, and authorize sale of old backhoe and tractor. [RECOMMEND APPROVAL]

BACKGROUND

The purchase of one 2009 John Deere JD310J Wheel Loader Backhoe was budgeted to replace the Case 580K backhoe loader and Ford loader tractors. The Case and the Ford tractors are very old and do not meet the new emissions requirements. The 2009 model tractor has a tier 3, 84 H.P. Diesel engine, which meets the new exhaust emission limits.

The tractor will be purchased through the California Multiple Award Schedule (CMAS) program. The California Multiple Award Schedule offers commodities, products and services at prices which have been assessed to be fair, reasonable, and competitive. The John Deere Company was awarded the CMAS contract through the California Department of General Services.

FISCAL IMPACT

The purchase of the backhoe was budgeted as a fixed asset purchase in the Fiscal Year 2009-2010 Budget. The CMAS discount is 35.2%, which amounts to over \$40,000 in savings. The purchase price after discount is \$83,679.51 including tax and documentation fees. The FY09-10 Budget assumes a purchase price of \$100,000 with the cost spread over time via financing. John Deere does offer a four year lease with a 5.5% interest rate. The monthly cost for this unit would be \$1,745 (\$20,940 for 12 months).

RECOMMENDATION

The Staff recommends that your Honorable Board approve the purchase of the John Deere JD310J Wheel Loader Backhoe, authorize staff to execute purchase agreement and lease for same, declare the two older tractors as surplus and authorize staff to auction them.

ATTACHMENTS –

- Proposal Coastline Equipment
- CMAS award information
- Air Resources Board Executive Order for Engine Certification
- Air Resources Board Off-road Certification Database
- EPA Certificate of Conformity
- Lease Agreement

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PROPOSAL



JOHN DEERE

TO: Nipomo Community Services

DATE: 7/9/09

DELIVERY DATE 5-7 Days

F.O.B. Nipomo

FAX#: 929-5090

PHONE #: 929-1341

ATTN: Tina Grietens

PRODUCT DESCRIPTION	PRICE																		
<p align="center">NEW JOHN DEERE JD310J WHEEL LOADER BACKHOE</p> <p>84 Net H.P. Diesel Engine; Torque Converter/Powershift Transmission; Power Steering; Wet Disk Brakes; Differential Lock; Engine Side Shields; Self-Leveling Loader Unitized Main frame; Electronic Monitoring System; Tachometer; Horn; Back-Up Alarm; Bolt-On Cutting Edge; Reversible Stabilizer Feet; Grill Extension</p> <table border="0"> <tr> <td>Front Wheel Drive</td> <td>1.25Yd. 4 in 1 Loader Bucket</td> </tr> <tr> <td>19.5 x 24 10-Ply Tires</td> <td>Counterweight</td> </tr> <tr> <td>12 x 16.5 8-Ply Tires</td> <td>Tag W/R Coupler</td> </tr> <tr> <td>Cab w/Lights & A/C</td> <td>3" Seat Belt</td> </tr> <tr> <td>Suspension Seat w/Armrest</td> <td>Altitude Compensating Turbo</td> </tr> <tr> <td>17' 11" Backhoe Incl. Extension</td> <td>Tag 24" W/R Bucket</td> </tr> <tr> <td>Tag 12" W/R Bucket</td> <td>Ride Control</td> </tr> <tr> <td>Aux Hydraulics</td> <td>Boom Plate</td> </tr> <tr> <td>Stabilizer Guards</td> <td></td> </tr> </table> <p>WARRANTY: 12 Month Full Machine</p> <p>Quote good for In Stock, 2009 Unit with Tier 3 Engine</p> <p>CMAS Discount Requires Payment of a Fee to the State of California Current Fee is 1.98%</p>	Front Wheel Drive	1.25Yd. 4 in 1 Loader Bucket	19.5 x 24 10-Ply Tires	Counterweight	12 x 16.5 8-Ply Tires	Tag W/R Coupler	Cab w/Lights & A/C	3" Seat Belt	Suspension Seat w/Armrest	Altitude Compensating Turbo	17' 11" Backhoe Incl. Extension	Tag 24" W/R Bucket	Tag 12" W/R Bucket	Ride Control	Aux Hydraulics	Boom Plate	Stabilizer Guards		<p align="center">\$76,661.62 Plus Tax</p>
Front Wheel Drive	1.25Yd. 4 in 1 Loader Bucket																		
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12 x 16.5 8-Ply Tires	Tag W/R Coupler																		
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Aux Hydraulics	Boom Plate																		
Stabilizer Guards																			

1) Proposed by Salesman:

Steve Lougee

Area Sales Specialist

Cell: 805-896-4920

Date:

2) Accepted by Customer:

Company _____

By: _____

Date: _____

3) Approved by Coastline Equipment

Name: _____

Title: _____

Date: _____

LONG BEACH
(562) 272-7400

OXNARD
(805) 485-2106

SANTA MARIA
(805) 922-8329

BAKERSFIELD
(661) 399-3600

LANCASTER
(661) 948-9993

SANTA ANA
(714) 265-5500

SYLMAR
(818) 890-3353



Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95605-2811

State of California
MULTIPLE AWARD SCHEDULE
SUPPLEMENT NO. J
COASTLINE EQUIPMENT
COMPANY

CONTRACT NUMBER:	4-08-23-0023A
CMAS TERM DATES:	6/19/08 through 3/19/13 Extension: 6/30/13
DISTRIBUTION:	STATEWIDE

TOM MICHAEL
COASTLINE EQUIPMENT COMPANY
1930 E LOCKWOOD STREET,
OXNARD, CA 93031-

The purpose of this contract supplement is to incorporate the following language:

This contractor has certified compliance to the Darfur Contracting Act per Public Contract Code Section 10475, et seq. See the attached certification from this contractor regarding this act.

All other terms, conditions, and provisions of the contract remain unchanged.


MARY GILBERT, CMAS Program Manager, California Multiple Award Schedules Unit

Effective Date: **4/2/2009**

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid, proposal, or CMAS application, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

Company/Vendor Name (Printed)	Federal ID Number
COASTLINE EQUIPMENT COMPANY	95-3565032
Printed Name and Title of Person Initialing (for Options 1 or 2)	

1. _____
Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

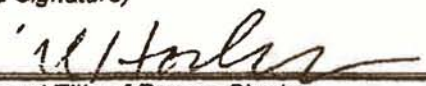
2. _____
Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. DH.
Initials We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.
+ certification below

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder/applicant to the clause listed above in # 3. This certification is made under the laws of the State of California.

By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
DEL HOYER VICE PRES./GENERAL MANAGER	
Date Executed	Executed in the County and State of
3/12/09	Los Angeles, CA.

Note Regarding Change of Status - If your company has a change of status, with regard to this certification, during the term of your contract (s) then it is incumbent on your company to submit an updated Certification. For questions regarding a change of status, please contact the contract's designated State Contract Administrator.



Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95605-2811

State of California
MULTIPLE AWARD SCHEDULE
Bragg Investment Company, Inc.
dba
Coastline Equipment Company

4-08-23-0023A - Brand-John Deer
Construction Equipment-Backhoe
Construction Equipment-Bulldozer
Construction Equipment-Excavator
Construction Equipment-Grader
Construction Equipment-Loader
Construction Equipment

(Above descriptions for marketing purposes only. Review contract for products/services available.)

CONTRACT NUMBER:	4-08-23-0023A
CMAS TERM DATES:	6/19/2008 through 6/30/2012
DISTRIBUTION:	STATEWIDE

NOTICE: Products and/or services on this CMAS contract may be available on a mandatory Strategically Sourced (CSSI) Contract. If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further explained in the CSSI Contract User Instructions. Information regarding CSSI contracts can be obtained at the website:

www.pd.dgs.ca.gov/stratsourcing. This requirement is not applicable to local government entities. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated July 2006.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

Effective Date: **6/19/2008**

RICHARD MOORE, Program Analyst, California Multiple Award Schedules Unit

GSA

Contract No: GS-30F-0013U

Last Updated - 1 April 2009

SIN 271-101

MACHINE MODEL	Temporary Price Reduction Discount (1 Apr 09 - 1 Oct 09)	Pricing Effective Date
210LJ	29.20%	12-May-08
310J	39.00%	12-Sep-07
310SJ	39.00%	12-Sep-07
410J	39.00%	12-Sep-07
310SJ TMC	36.15%	1-Jul-08
410J TMC	36.20%	1-Jul-08
710J	39.00%	12-Sep-07
450J	27.00%	12-Sep-07
550J, 650J	28.00%	12-Sep-07
700J	26.61%	12-Sep-07
750J, 850J	26.00%	12-Sep-07
950J	27.00%	12-Sep-07
1050J	27.00%	12-Sep-07
75D	28.15%	12-Jun-08
85D	28.85%	12-Jun-08
120D	28.95%	12-Jun-08
135D	29.00%	12-Jun-08
160D LC	32.00%	12-Sep-07
190D W	38.55%	12-Jun-08
200D	35.00%	12-Sep-07
220D W	38.45%	12-Jun-08
225D	34.00%	12-Sep-07
240D	33.50%	12-Sep-07
270D LC	30.00%	12-Sep-07
2154D	28.90%	25-Nov-08
244J	23.00%	12-Sep-07
304J	31.00%	12-Sep-07
344J	32.00%	12-Sep-07
444K	33.30%	12-May-08
524K	36.72%	12-May-08
544K	35.51%	12-May-08
624K	36.82%	12-May-08
644K	34.61%	12-May-08
724K	35.79%	12-May-08
744K	31.63%	12-May-08
824K	32.92%	12-May-08
844K	33.84%	12-May-08
970G	32.65%	20-Oct-08
672G	32.90%	20-Oct-08
770G	33.65%	20-Oct-08
772G	34.10%	20-Oct-08
870G	33.30%	20-Oct-08
872G	33.70%	20-Oct-08
17D	23.00%	12-Sep-07
27D, 35D, 50D	27.00%	12-Sep-07
60D	23.30%	25-Nov-08
313, 316	26.00%	12-Sep-07
317, 320, 325, 332	26.00%	12-Sep-07
328	26.02%	12-Sep-07
CT322, CT332	23.00%	12-Sep-07

Quantity Discounts:	
2-4 Machines	1.5%
5-7 Machines	3.50%
8-14 Machines	5%
15-30 Machines	7%

GSA

Last Updated - 30 October 2008

Contract No: GS-30F-0013U

SIN 271-101

MACHINE MODEL	Temporary Price Reduction Discount (1 Oct 08 - 1 Apr 09)	Pricing Effective Date
210LJ	29.20%	12-May-08
310J	39.00%	12-Sep-07
310SJ	39.00%	12-Sep-07
410J	39.00%	12-Sep-07
310SJ TMC	36.15%	1-Jul-08
410J TMC	36.20%	1-Jul-08
710J	39.00%	12-Sep-07
450J	27.00%	12-Sep-07
550J, 650J	26.00%	12-Sep-07
700J	26.00%	12-Sep-07
750J, 850J	26.00%	12-Sep-07
950J	27.00%	12-Sep-07
1050J	27.00%	12-Sep-07
75D	26.15%	12-Jun-08
85D	25.85%	12-Jun-08
120D	28.95%	12-Jun-08
135D	29.00%	12-Jun-08
160D LC	32.00%	12-Sep-07
190D W	38.55%	12-Jun-08
200D	35.00%	12-Sep-07
220D W	38.45%	12-Jun-08
225D	34.00%	12-Sep-07
240D	33.50%	12-Sep-07
270D LC	30.00%	12-Sep-07
244J	23.00%	12-Sep-07
304J	31.00%	12-Sep-07
344J	32.00%	12-Sep-07
444K	33.30%	12-May-08
524K	34.35%	12-May-08
544K	34.10%	12-May-08
624K	35.45%	12-May-08
644K	33.20%	12-May-08
724K	34.40%	12-May-08
744K	30.25%	12-May-08
824K	31.55%	12-May-08
844K	32.45%	12-May-08
670G	30.75%	20-Oct-08
672G	31.00%	20-Oct-08
770G	32.00%	20-Oct-08
772G	32.20%	20-Oct-08
870G	31.40%	20-Oct-08
872G	31.80%	20-Oct-08
17D	23.00%	12-Sep-07
27D, 36D, 60D	27.00%	12-Sep-07
313, 315	26.00%	12-Sep-07
317, 320, 325, 332	26.00%	12-Sep-07
328	26.02%	12-Sep-07
CT322, CT332	23.00%	12-Sep-07

Quantity Discounts:	
2-4 Machines	1.5%
5-7 Machines	3.50%
8-14 Machines	5%

15-30 Machines 7%

A partial list of agencies eligible to purchase off GSA Schedule is:

**U.S. Fish & Wildlife
National Park Service
U.S. Forest Service
Bureau of Reclamation
Bureau of Indian Affairs
U.S. Postal Service
Federal Aviation Administration
Bureau of Prisons/Corrections
Veteran's Affairs (Cemeteries & Medical Hospitals)
U.S. Military (All branches)**

Any questions regarding the GSA contract, please contact:

**Deb Loding
GSA Administrator
John Deere Direct Government Sales
(309) 765-0260**

**GSA (General Services Administration)
Contract No. GS-30F-0013U
Contract End Date 19 March 2013**

Effective 20 March 2008 John Deere Construction Retail Sales is back on the GSA schedule. The GSA contract is a federal multiple award schedule for Construction Equipment and Commercial Worksite Products. Only federal agencies can use this contract for purchases.

A service fee, based on the GSA contract MDP value will be paid to the AOR dealer upon delivery of the equipment to the customer. This fee will cover dealer equipment pre-delivery, delivery to the customer and a review of operation and maintenance procedures with the customer. The service fee will be 5% of MDP on construction equipment and 7% of MDP on Commercial Worksite Products.

If additional services need to be performed by the dealer, Government Sales will request a quote for such services. The dealership will be credited for those services after being notified the equipment has been delivered.

Equipment quotes can be done by your dealership or by the Government Sales Department. Models, discounts and price effective dates can be found on the GSA Discount List.

Purchases orders must be made out to:

**John Deere Construction Retail Sales
1515 5th Ave.
Moline, IL 61265
Phone: 800-319-3757**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
COASTLINE EQUIPMENT COMPANY
CMAS NO. 4-08-23-0023A**

AVAILABLE PRODUCTS AND/OR SERVICES

This contract provides for the purchase and warranty of construction equipment.

Only products from the manufacturer(s) listed below are available within the scope of this contract:

John Deere

Installation is not priced in the Base GSA Schedule, but is allowed following the NSP (Not Specifically Priced) provisions.

CMAS BASE CONTRACT

This CMAS contract is based on some or all of the products and/or services and prices from GSA #GS-30F-0023A (John Deere Construction Retail Sales) with a GSA term of 3/20/2008 through 3/19/2013.

The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

Replace "John Deere Construction Retail Sales" with "Coastline Equipment Company" where "John Deere Construction Retail Sales" is referenced in the federal (or non-federal) GSA multiple award Contract Terms and Conditions.

ISSUE PURCHASE ORDER TO:

Agency purchase orders must be mailed to the following address, or faxed to 805-485-7963:

Coastline Equipment Company
6188 Paramount Blvd.
Long Beach, CA 90805
Attn: Tom Michael

Agencies with questions regarding products and/or services may contact the contractor as follows:

Phone: 805-485-2106
E-mail: tomjd1@coastlineequipment.com

PRIOR APPROVAL

In accordance with State Administrative Manual (SAM) Section 4110, State agencies must get approval from Fleet Administration prior to placing the order. For approval, send the original Std. 65 to:

DEPT. OF GENERAL SERVICES
OFFICE OF FLEET ADMINISTRATION
802 Q STREET
SACRAMENTO, CA 95814
ATTN: STEVE NIELSEN
(916) 653-7017

Local governments are not required to adhere to the above guidelines.

CALIFORNIA SELLER'S PERMIT

Coastline Equipment Company's California Seller's Permit No. is 14730073. Agencies can verify that this permit is still valid at the following website: www.boe.ca.gov.

When issuing an order to an authorized reseller on a CMAS contract, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

150 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

PURCHASING AUTHORITY DOLLAR THRESHOLD

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

MAXIMUM ORDER LIMITS (Local Governments are Exempt)

The order limits for orders placed against CMAS contracts are as follows:

Information Technology Goods & Services: \$500,000

Non-Information Technology Services: \$250,000
(DGS-PD prior approval required if over \$50,000. See further below.)

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
COASTLINE EQUIPMENT COMPANY
CMAS NO. 4-08-23-0023A**

Non-Information Technology Goods: **\$100,000**

MINIMUM ORDER LIMITATION

These transactions are subject to the following requirements:

There is no minimum dollar value limitation on orders placed under this contract.

- State agencies must solicit a minimum of 3 contractors including 1 small business and/or DVBE (if available) and document responses. This is not a bid transaction so small business preference, protest language, intents to award, evaluation criteria, advertising, etc. are not applicable.
- If less than 3 offers received, state agencies must document their files with the reasons why the other suppliers solicited did not respond with an offer.
- If only one source is known (competing offers cannot be obtained), the non-competitive bid (NCB) contract process must be followed. See the latest Management Memo (currently MM 03-10 including supplements), or whichever Management Memo is in effect at the time a purchase order is issued, for NCB guidelines. Exceptions to NCB process are also addressed in MM 03-10.
- Evaluation and award may be based on best value, as applicable, and not restricted to lowest cost.
- For CMAS transactions under \$5,000 only one offer is required if the state agency can establish and document that the price is fair and reasonable.
- Orders for Information Technology Goods and Services exceeding \$250,000 require additional documentation. See the latest Management Memo (currently MM 03-10) for specific information on these additional requirements.
- Exemptions to the CMAS order limits are not allowed.
- Local governments set their own order limits, and are not bound by the above order limits and requirements.

ORDERING PROCEDURES

1. Order Form

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing web site: <http://www.dgs.ca.gov/osp> (select Standard Forms). The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65: <http://www.osp.dgs.ca.gov/pdf/std065.pdf>

2. Purchase Orders

The agency is required to forward a copy of each purchase order to the Department of General Services (DGS), Procurement Division, Data Management, 707 Third Street, 2nd Floor, MS 203, West Sacramento, CA 95605-2811 (IMS# Z-1).

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals. **See the CMAS Services Guide at www.dgs.ca.gov/pd (click on CMAS) for guidelines pertaining to all orders for services.**

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

3. Service and Delivery after Contract Expiration

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (SAM 3572).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
COASTLINE EQUIPMENT COMPANY
CMAS NO. 4-08-23-0023A**

Also, purchase order amendments cannot be issued to add products or services if the CMAS contract end term has expired.

4. Multiple Contracts on STD. 65 Order Form

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the Purchasing Authority Manual, Chapter 6.B4.1.

5. Amendments to Department's Purchase Orders

Management Memo 03-10 provides the following direction regarding amendments to department purchase orders:

Orders for IT Goods & Services or Non-IT Goods: Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the Request for Offers process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then the NCB process must be followed for the amendment.

Orders for Non-IT Services: Original orders, which do not include options for changes (e.g., quantity or time), may be amended. This only applies to the first amendment, the time shall not exceed one year, or add not more than 30% of the original order value, not to exceed \$250,000. The original contract must have permitted amendments. Outside of these conditions, the NCB process must be followed.

Also see the Purchasing Authority Manual, Chapter 8, Topic 7, for more information on amending purchase orders.

CONTRACT PRICES

Contract prices for products and/or services are maximums. The ordering agency is encouraged to negotiate lower prices.

CONTRACTOR OWNERSHIP INFORMATION

Coastline Equipment Company is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, state agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)].

NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners:

www.pd.dgs.ca.gov
(click on CMAS click on State Agencies)

In response to our commitment to increase participation by small businesses, the Department of General Services **walves the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.**

See the current fees in the DGS Price Book at:
<http://www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm>

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
COASTLINE EQUIPMENT COMPANY
CMAS NO. 4-08-23-0023A**

- Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
- Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all state agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) Section 1101. State agencies planning these types of projects need to review the State Contracting Manual (SCM) Sections 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RESA) can be contacted at 916/376-1748 if you have questions about these types of transactions.

Agency CMAS orders may allow for a public works component only when the service is incidental to the overall project requirements. Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc. are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order. The total dollar value of all services included in a purchase order must not exceed the dollar value of the products.

The bond amount for public works has increased to a sum not less than one hundred percent (100%) of the purchase order price.

Note: In accordance with Labor Code Section 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774.

Bonds: For guidelines, see CMAS contract, General Terms and Conditions, Public Works Requirements. Also, see the CMAS Services Guide, Section 2, Bond Requirements provision.

SERVICES EXCLUDED ON THE CMAS PROGRAM

The following services are not available on the CMAS Program:

1. Architectural, Construction, Engineering and Environmental Services

Services are not allowed on CMAS that are required by law to be performed by a licensed architect, licensed registered engineer, licensed landscape architect, construction project manager, licensed land surveyor, or environmental services as defined in Government Code 4525. If you have questions about these types of transactions, the Department of General Services (DGS), Real Estate Services Division (RESA) can be contacted at 916/376-1752.

2. Legal Services

Contracting for legal services by state agencies is controlled by statutes (GC 11040) that require Attorney General approval prior to entering into contracts with outside counsel. Additionally, Article VII of the California Constitution requires that state legal work be performed by state employees, absent limited exceptions (Government Code 19130). There are also policy-based approval requirements for all Executive Branch agencies that control the use of private counsel.

3. Other Excluded Services

Also, services involving financial audits, facility planning, registered nursing, and security guards are not available on the CMAS Program.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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CMAS NO. 4-08-23-0023A**

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the schedule, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

NOT SPECIFICALLY PRICED (NSP) ITEMS

Contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the contract may not be identified as an NSP item.
4. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower.
5. An NSP item included in an order issued against a contract is subject to all of the terms and conditions set forth in the contract.
6. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this contract:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting.

For example, a cable, which is not otherwise specifically priced in the contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.

2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products. (SAM Section 5203)
4. Any other item or class of items specifically excluded from the scope of this contract.
5. Public Works components NOT incidental to the overall project requirements.
6. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same contractor.

The contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges, that is empowered to expend public funds. While the state makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

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UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require Prison Industry Authority (PIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the Federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's Federal GSA (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Notwithstanding this, there is no guarantee that "every" possible requirement that pertains to all the different and unique state processes has been included.

STATEWIDE PROCUREMENT REQUIREMENTS

Agencies must carefully review and adhere to all statewide procurement requirements in the Purchasing Authority Manual, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements of SAM Section 5203
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 state agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, state and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the contractor's Std. Form 204, Payee Data Record, in the CMAS contract to determine sole proprietorship. All inquiries regarding this subject should be forwarded to EDD: Technical questions: 916/651-6945 or Information and forms: 916/657-0529.
- Annual small business and disabled veteran reports.

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- Post evaluation reports. Public Contract Code 10369 requires state agencies to prepare post evaluations on form STD 4 for all completed consulting services contracts of more than \$5,000. Copies of negative evaluations must be sent to the DGS Office of Legal Services. The Bureau of State Audits requires state agencies annually to certify compliance with these requirements.

ETHNICITY/RACE/GENDER REPORTING REQUIREMENT

Effective July 1, 2002, in accordance with Public Contract Code 10116, state agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information.

Contractor participation is voluntary.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this contract are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

QUANTITY DISCOUNTS

0 to 1	None
2 to 4	1.5%
5 to 7	3.5%
8 to 14	5%
15 to 30	7%

See Attachment C for further discounts.

2. Payee Data Record (Std. 204)

Each state accounting office must have a copy of the attached Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed.

3. DGS Administrative Fee

The Department of General Services (DGS) will bill each state and local agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This fee is waived for purchase orders to California certified small businesses.

See the current fees in the DGS Price Book at: <http://www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm>

4. Contractor Invoices

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 - 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

Coastline Equipment Company accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card.

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Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

8. Leasing

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is www.dgs.ca.gov/pd then click on GS \$Mart™. Buyers without Internet access may contact the GS \$Mart™ Administrator, Pat Mullen by phone at 916/375-4617 or via e-mail at pat.mullen@dgs.ca.gov for further information.

9. Maintenance Tax

The Board of Equalization has ruled that in accordance with Section 1655 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, that whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For contracts that provide for only maintenance services (i.e. the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For contracts that provide for both maintenance services and consumable supply items (i.e. toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, state agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies utilized during the performance period of the maintenance contract.

The contractor will be required to itemize the consumables being taxed for state accounting purposes.

CONTRACTOR QUARTERLY REPORTS

Contractors are required to submit a detailed report quarterly to the DGS Procurement Division, CMAS Unit, 707 Third Street, 2nd Floor, MS 202, West Sacramento, CA 95605-2811, Attention: Quarterly Report Processing. A separate report is required for each contract, as differentiated by alpha suffix (if applicable). Contractors with resellers are responsible for reporting reseller ordering activity. Any report that does not follow the required format or that excludes information will be deemed incomplete and returned to the contractor.

To facilitate collection of administrative fees, copies of local government agency purchase orders must accompany the CMAS quarterly report. This new requirement is effective beginning the second quarter of 2005, for reports due in the CMAS office within two weeks after the end of June 2005.

New contracts for contractors with existing contracts, and extensions or renewals of existing contracts, will be approved ONLY if the contractor has submitted to the CMAS Unit all quarterly reports due. Each quarterly report is required within two weeks of the end of March, June, September, and December of each calendar year. A report is required even when there is no activity.

The report must include the agency name, purchase order number, purchase order date, agency billing code, pre-tax total order cost, agency contact name, address and phone number, and total dollars for the quarter. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order.

A sample quarterly report indicating required format and information is attached for your reference (Attachment A).

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- Payee Data Record (Std. 204).
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions (unless otherwise stipulated in the CMAS contract).

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- Federal GSA products, services, and price list (unless otherwise stipulated in the CMAS contract).
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at, or below, contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a commercially useful function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues.

For guidelines, see the CMAS Services Guide, Attachment B.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages must be included in the purchase order to be applicable, mutually agreed upon by agency and contractor, and cannot be a penalty.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and state laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment B for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

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Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

**DGS PROCUREMENT DIVISION CONTACT AND
PHONE NUMBER**

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95605-2811

Phone # 916/375-4363 Calnet # 8/480-4363
Fax # 916/375-4663



GENERAL SERVICES ADMINISTRATION
OFFICE OF FEDERAL SUPPLY AND SERVICES

Authorized Federal Supply Schedule Price List (Catalog)

Machinery Listed: Backhoe/Loaders, Dozers, Wheel Loaders,
 Motorgraders, Excavators, and Skid Steer Loaders

FSC Class - 2410, 3805

Contract Number: GS 30F 0013U

Contract Period: 20 March 2008 - 19 March 2013

Contractor's Name, Address, and Phone Number:

John Deere Construction Retail Sales
1515 5th Ave.
Moline, IL 61265
(800) 319-3757
FAX (309) 765-3358

Contract Administration Source: Keri Suiter
 Contract Administrator
 Direct Governmental Sales

Business Size: Large

Federal Tax # 36-3387700
Dunn# 142124762
Website: www.deere.com/federalmilitary/

INFORMATION FOR ORDERING

1a. Table of Award Special Item Number 271-101 Construction Equipment. See Table of Contents.

1b. Lowest Priced:

MODEL	BASE UNIT PRICE (LIST PRICE LESS DISCOUNT) NO OPTIONAL EQUIPMENT
210LE LANDSCAPE LOADER	34,686
310J BACKHOE/LOADER	50,035
310SJ BACKHOE/LOADER	56,165
410J BACKHOE/LOADER	61,238
710J BACKHOE/LOADER	108,926
450J DOZER	58,160
550J DOZER	72,596
650J DOZER	81,704
700J DOZER	118,438
750J CRAWLER	159,640
850J CRAWLER	191,960
950J CRAWLER	293,136
1050J CRAWLER	433,937
244J COMPACT LOADER	53,843
304J LOADER	67,009
344J LOADER	81,741
444J LOADER	82,690
544J LOADER	100,347
624J LOADER	122,454
644J LOADER	162,276
724J LOADER	177,514
744J LOADER	248,646
824J LOADER	269,771
844J LOADER	315,447
670D MOTOR GRADER	146,505
672D MOTOR GRADER	167,730
770D MOTOR GRADER	168,086
772D MOTOR GRADER	193,661
870D MOTOR GRADER	184,505
872D MOTOR GRADER	224,707
17D COMPACT EXC	22,023
27D COMPACT EXC	27,089
35D COMPACT EXC	32,644
50D COMPACT EXC	45,659
120C EXCAVATOR	88,036
160CLC EXCAVATOR	102,053
200D LC EXCAVATOR	115,518
75C EXCAVATOR	79,147
80C EXCAVATOR	73,999
240D LC EXCAVATOR	146,169
270D LC EXCAVATOR	171,627
135C RTS EXCAVATOR	92,259
180C W EXCAVATOR	159,244
225D LC EXCAVATOR	130,584
210C W EXCAVATOR	181,618
317SKID STEER LOADER	19,581
320 SKID STEER LOADER	20,878
325 SKID STEER LOADER	24,207
328 SKID STEER LOADER	26,373
332 SKID STEER LOADER	29,449
CT322 COMPACT TRACK LOADER	31,459
CT332 COMPACT TRACK LOADER	41,644

INFORMATION FOR ORDERING

1c. Not applicable

2. **Maximum Order Limitation: 30 Units.**
3. **Minimum Order: \$100.00**
4. **Geographic Coverage: 48 Contiguous States and Washington D.C.**
5. **Points of Production: See Page 9 - 10**
6. **Discounts: See Page 8**
7. **Quantity Discount: See page 12**
8. **Prompt Payment Terms: Net 30 Days**
- 9a. **Government Credit Card Accepted: Available**
- 9b. **Government Credit Card Payment Discount: Not Available**
10. **Foreign Items: Not Applicable**
11. **Time of Delivery: See page 11**
12. **F.O.B. Point(s): Destination CONUS**
13. **Ordering Address: John Deere Construction Retail Sales
1515 5th Ave.
Moline, IL 61265**
14. **Payment Address: John Deere Construction Retail Sales
1515 5th Ave.
Moline, IL 61265**
15. **Warranty Terms: See Page 13**
16. **Export Packing Charges: Not Applicable**
17. **Terms and Conditions of Credit Card: Not Applicable**
18. **Terms and Conditions of Rental, Maintenance, and Repair: Not Applicable**
19. **Terms and Conditions of Installation: Installation by John Deere Dealer with Complete Tractor Purchase**

20. Terms and Conditions of Repair Parts and Discounts: Not Applicable
21. List of Service and Distribution Points:
Call John Deere Construction Retail Sales at (800) 319-3757 for servicing dealer.
22. List of Participating Dealers: Not Applicable
23. Preventive Maintenance: User to maintain equipment in accordance with equipment maintenance instructions.
- 24a. Not applicable
- 24b. Not applicable
25. Data Universal Number System (DUNS) number: 142124762
26. Notification regarding registration in Central Contractor Registration (CCR) database

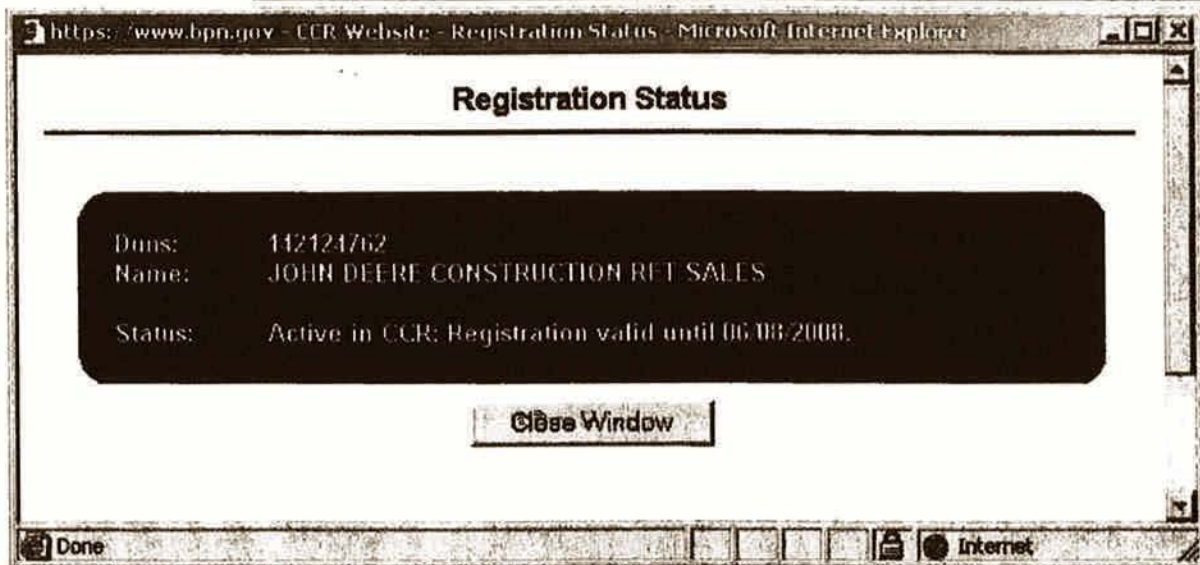


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(Extended Secure Warranty is available-contact JDConstr Retail Sales)	

LANDSCAPE LOADER SECTION

210LE Landscape Loader

BACKHOE/LOADER SECTION

310J Backhoe/Loader and Options
310SJ Backhoe/Loader and Options
410J Backhoe/Loader and Options
710J Backhoe/Loader and Options

DOZER SECTION

450J Dozer and Options
550J Dozer and Options
650J Dozer and Options
700J Dozer and Options
750J Dozer and Options
850J Dozer and Options
950J Dozer and Options
1050J Dozer and Options

WHEEL LOADER SECTION

244J Compact Loader and Options
304J Loader and Options
344J Loader and Options
444J Loader and Options
544J Loader and Options
624J Loader and Options
644J Loader and Options
724J Loader and Options
744J Loader and Options
824J Loader and Options
844J Loader and Options

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672D Motorgrader and Options
770D Motorgrader and Options
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870D Motorgrader and Options
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EXCAVATOR SECTION

75C Excavator and Options
80C Excavator and Options
120C Excavator and Options
160C LC Excavator and Options
200D LC Excavator and Options
225D LC Excavator and Options
240D LC Excavator and Options
270D LC Excavator and Options
180C W Wheeled Excavator and Options
210C W Wheeled Excavator and Options
135C RTS Excavator and Options
17D Compact Excavator and Options
27D Compact Excavator and Options
35D Compact Excavator and Options
50D Compact Excavator and Options

SKID STEER LOADER SECTION

317 Skid Steer Loader
320 Skid Steer Loader
325 Skid Steer Loader
328 Skid Steer Loader
332 Skid Steer Loader
CT322 Compact Track Loader
CT332 Compact Track Loader
Worksite Pro Attachments

For machines specifications visit: www.Deere.com/federalmilitary

ORDERING INFORMATION

This catalog lists the machines and options available under this GSA contract.

Each machine has a section dedicated to that particular model. Each section contains Ordering Codes and List prices for that particular model. When ordering a machine, the ordering agency must select one code from each block to complete a machine. Additional options may be ordered from those options listed in the "unblocked" area at end of the order codes. For ordering assistance, please do not hesitate to contact John Deere Construction Retail Sales at (800) 319-3757.

Please note that sometimes ordering a "base" machine code for every item will not get a machine that is ready to work in the field. Check the codes before ordering, to insure you get the machine you wanted. **NOTE ANY ORDER CODE RESTRICTIONS FOR VARIOUS OPTION COMBINATIONS!**

To price the machine you are ordering, total each code's list price (at the right of the price page) and then calculate and subtract the GSA discount noted for that machine. See the example below:

"POPULAR MACHINE PACKAGE" 310J BACKHOE LOADER **			
ORDERING CODES	QTY	PRODUCT DESCRIPTION	LIST PRICE
7310T	1	310J BACKHOE LOADER	\$77,214.00
0800	1	310J NO PACKAGE	\$0.00
1025	1	PE4045DT058 310 NA BHO ENG	\$0.00
2025	1	CANOPY	\$0.00
2625	1	SUSPENSION VINYL SEAT	\$0.00
3035	1	STANDARD FRONT AXLE	-\$8,588.00
4260	1	19.5L X 24R 11L X 18F TIRES	-\$99.00
5020	1	REG DIP 4 FUNCTION HYD STD STABILIZERS	\$0.00
5225	1	TWO LEVER CONTROLS	\$0.00
5400	1	LESS BACKHOE COUPLER	\$0.00
5658	1	24" HD BACKHOE BUCKET	\$1,170.00
7025	1	LDR W/RTD AND 2 FUNC HYD	\$0.00
7615	1	1 CU YD BUCKET W/CUTTING EDGE	\$1,917.00
8410	1	FRT COVER	\$0.00
8675	1	TWO BATTERIES-300 MIN CAP	\$217.00
9085	1	ELECTRIC ETHER START AID	\$184.00
MACHINE TOTAL PRICE			\$71,995.00
LESS 35.2% (310J) GSA DISCOUNT			-\$25,342.24
MACHINE NET GSA PRICE			\$46,652.76

(**Example Only)

DISCOUNTS FROM LIST		
SPECIAL ITEM NUMBER	MACHINE MODEL	DISCOUNT FROM LIST
271-101	210LE	28.96%
271-101	310J	35.20%
271-101	310SJ	35.60%
271-101	410J	35.69%
271-101	710J	33.80%
271-101	450J	23.58%
271-101	550J	23.31%
271-101	650J	23.50%
271-101	700J	23.59%
271-101	750J	24.52%
271-101	850J	24.54%
271-101	950J	25.38%
271-101	1050J	19.57%
271-101	244J	22.51%
271-101	304J	29.75%
271-101	344J	31.29%
271-101	444J	33.22%
271-101	544J	34.07%
271-101	624J	35.41%
271-101	644J	35.14%
271-101	724J	33.28%
271-101	744J	32.41%
271-101	824J	32.27%
271-101	844J	33.27%
271-101	670D	39.93%
271-101	672D	40.20%
271-101	770D	41.26%
271-101	772D	41.40%
271-101	870D	40.55%
271-101	872D	41.03%
271-101	17D	22.23%
271-101	27D	21.64%
271-101	35D	22.28%
271-101	50D	23.13%
271-101	120C	28.94%
271-101	160C LC	30.17%
271-101	200D LC	34.10%
271-101	75C	28.46%
271-101	80C	27.76%
271-101	240D LC	32.76%
271-101	270D LC	28.42%
271-101	135C RTS	29.12%
271-101	180C W	35.10%
271-101	225D LC	33.00%
271-101	210C W	34.94%
271-101	317	25.32%
271-101	320	25.65%
271-101	325	25.77%
271-101	328	26.02%
271-101	332	25.84%
271-101	CT322	21.91%
271-101	CT332	22.65%

MACHINE PRODUCTION LOCATIONS

SPECIAL ITEM NUMBER	MACHINE MODEL	MANUFACTURER	PRODUCTION LOCATION
271-101	310J 310SJ 410J 710J	John Deere Construction & Forestry Co	John Deere Dubuque Works Dubuque, IA
271-101	450J 550J 650J 700J 750J 850J	John Deere Construction & Forestry Co	John Deere Dubuque Works Dubuque, IA
271-101	244J 304J 344J 950J 1050J	John Deere Construction & Forestry Co	Liebherr Works Bischofshofen, Austria
271-101	444J 544J 624J 644J 724J 744J 824J 844J	John Deere Construction & Forestry Co	John Deere Davenport Works Davenport, IA
271-101	670D 672D 770D 772D 870D 872D	John Deere Construction & Forestry Co	John Deere Davenport Works Davenport, IA
271-101	75C 80C 120C 160C LC 200D LC 240D LC 270D LC	John Deere Construction & Forestry Co	Deere Hitachi Kernersville, NC

MACHINE PRODUCTION LOCATIONS

SPECIAL ITEM NUMBER	MACHINE MODEL	MANUFACTURER	PRODUCTION LOCATION
271-101	17D 27D 35D 50D 135C 180C W 210C W 225D	Hitachi and Deere Hitachi For John Deere Const & Forestry Company	Tsuchiura Works Ibaraki-Ken, Japan Deere Hitachi Kernersville, NC
271-101	317 320 325 328 332 CT322 CT332	John Deere Construction & Forestry Co	John Deere Dubuque Works Dubuque, IA
271-101	210 LE	John Deere Construction & Forestry Co	Cameco, Thibodaux, LA

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
COASTLINE EQUIPMENT COMPANY
CMAS NO. 4-08-23-0023A**

ATTACHMENT A

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

- A report is required even when there is no activity for the quarter.
- Copies of local government agency purchase orders must accompany the CMAS quarterly report.
- Quarterly Reports are due two weeks after the end of the quarter

1. Calendar Quarter Number: (Quarter # and Year)
2. CMAS Contract Number: XX-XX-XX-XXXXX (including alpha suffix if applicable)
3. Contractor: Company Name and Address
4. Contractor Contact: Name and Phone Number

5.	6.	7.	8.	9.	10.	11.	12.
Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars per Purchase Order	Agency Contact	Agency Address	Phone Number
			FORMAT				

13. Total dollars for quarter: \$ _____

The Quarterly Report must contain all of the above data elements, but may be in a landscape report format.

1. Identify the calendar quarter number and year for the report you are submitting.
2. Identify your company's CMAS contract number. A separate report is required for each contract, as differentiated by alpha suffix (if applicable). Multiple contracts on Std. 65 State Purchase Order form should be itemized by contract number. For each individual contract (as differentiated by alpha suffix), identify and group together the contract number with line items and subtotal per contract number (do not include tax in the subtotal).
3. Identify your company name and mailing address.
4. Identify the company contact and phone number for the CMAS contract or the person preparing and submitting the report.
5. Identify the State Agency or local government that issued the CMAS order.
6. Identify the purchase order number (and supplement number if applicable) on the order form. This is not your invoice number. This is the number the agency or local government assigns to the order.
7. Identify the date the purchase order was issued. This is not the date you received, accepted, or invoiced the order.
8. Identify the State Agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Local governments will not reference a billing code. You may leave this blank for local government orders.
9. Identify the total dollars of each purchase order before tax. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount regardless of when you invoice order, perform services, deliver product, or receive payment. For amended orders, enter the incremental increase/decrease only.
10. Identify the "Bill To" agency or local government CONTACT on the purchase order.
11. Identify the "Bill To" agency or local government ADDRESS on the purchase order.
12. Identify the agency or local government phone number on the purchase order.
13. Identify the total dollars pre-tax for all orders placed in that calendar quarter.



Pursuant to the authority vested in the Air Resources Board by Sections 43013, 43018, 43101, 43102, 43104 and 43105 of the Health and Safety Code; and

Pursuant to the authority vested in the undersigned by Sections 39515 and 39516 of the Health and Safety Code and Executive Order G-02-003;

IT IS ORDERED AND RESOLVED: That the following compression-ignition engines and emission control systems produced by the manufacturer are certified as described below for use in off-road equipment. Production engines shall be in all material respects the same as those for which certification is granted.

MODEL YEAR	ENGINE FAMILY	DISPLACEMENT (liters)	FUEL TYPE	USEFUL LIFE (hours)
2008	8JDXL06.8106	4.5, 6.8	Diesel	8000
SPECIAL FEATURES & EMISSION CONTROL SYSTEMS			TYPICAL EQUIPMENT APPLICATION	
Direct Diesel Injection, Turbocharger, Charge Air Cooler, Electronic Control Module, Smoke Puff Limiter			Tractor, Pump, Compressor, Generator Set, Other Industrial Equipment	

The engine models and codes are attached.

The following are the exhaust certification standards (STD), or family emission limit(s) (FEL) as applicable, and certification levels (CERT) for hydrocarbon (HC), oxides of nitrogen (NOx), or non-methane hydrocarbon plus oxides of nitrogen (NMHC+NOx), carbon monoxide (CO), and particulate matter (PM) in grams per kilowatt-hour (g/kw-hr), and the opacity-of-smoke certification standards and certification levels in percent (%) during acceleration (Accel), lugging (Lug), and the peak value from either mode (Peak) for this engine family (Title 13, California Code of Regulations, (13 CCR) Section 2423):

RATED POWER CLASS	EMISSION STANDARD CATEGORY		EXHAUST (g/kw-hr)					OPACITY (%)		
			HC	NOx	NMHC+NOx	CO	PM	ACCEL	LUG	PEAK
56 ≤ kW < 75	Tier 3	STD	N/A	N/A	4.7	5.0	0.40	20	15	50
		FEL	N/A	N/A	--	--	0.30	--	--	--
		CERT	--	--	4.1	1.4	0.20	1	2	2

BE IT FURTHER RESOLVED: That the family emission limit(s) (FEL) is an emission level declared by the manufacturer for use in any averaging, banking and trading program and in lieu of an emission standard for certification. It serves as the applicable emission standard for determining compliance of any engine within this engine family under 13 CCR Sections 2423 and 2427.

BE IT FURTHER RESOLVED: That for the listed engine models, the manufacturer has submitted the information and materials to demonstrate certification compliance with 13 CCR Section 2424 (emission control labels), and 13 CCR Sections 2425 and 2426 (emission control system warranty).

Engines certified under this Executive Order must conform to all applicable California emission regulations.

This Executive Order is only granted to the engine family and model-year listed above. Engines in this family that are produced for any other model-year are not covered by this Executive Order.

Executed at El Monte, California on this 14th day of December 2007.

Annette Hebert, Chief
Mobile Source Operations Division

OFF-ROAD CERTIFICATION DATABASE

This database contains information submitted to the Air Resources Board from manufacturers. The Air Resources Board has reviewed this information and believes it to be accurate, but does not assume any responsibility for any errors or inaccuracies that may exist herein. The Air Resources Board may revise the information contained in this document at any time.

2008 Model Year Certified Offroad Compression-Ignition Engines (Diesel) - Regular

This page updated May 01, 2009

Executive Orders added/updated within the past 14 days.

JOHN DEERE POWER SYSTEMS

Executive Order	Engine Family	Max. Disp. (liter)	Min. Power (kW)	Max. Power (kW)	Application	Certification Level (g/kW-hr)				
						HC	NOx	NMHC + NOx	CO	PM
U-R-004-0311	8JDXL06.8101	6.8	85	236	Loader, Tractor, Pump, Compressor, Generator, Other Industrial Equipment	---	---	3.4	0.6	0.11
U-R-004-0312	8JDXL06.8104	6.8	138	177	Loader, Tractor, Pump, Compressor, Generator, Other Industrial Equipment	---	---	3.6	1.3	0.18
U-R-004-0312-1	8JDXL06.8104	6.8	138	177	Loader, Tractor, Pump, Compressor, Generator, Other Industrial Equipment	---	---	3.6	1.3	0.18
U-R-004-0313	8JDXL06.8105	6.8	78	129	Loader, Tractor, Pump, Compressor, Generator, Other Industrial Equipment	---	---	3.4	1.5	0.25
U-R-004-0314	8JDXL06.8106	6.8	56	74	Tractor, Pump, Compressor, Generator, Other Industrial Equipment	---	---	4.1	1.4	0.2
U-R-004-0315	8JDXL04.5111	4.5	64	74	Pump, Compressor, Generator, Other Industrial Equipment	---	---	4	0.9	0.3
U-R-004-0316	8JDXL04.5107	4.5	63	74	Pump, Compressor, Generator	---	---	4.1	2.3	0.19
U-R-004-0317	8JDXL09.0102	9	82	330	Loader, Tractor, Dozer, Pump, Compressor, Generator	---	---	3.6	0.5	0.12
U-R-004-0318	8JDXL13.5103	13.5	261	470	Pump, Compressor, Generator, Other Industrial Equipment	---	---	3.4	0.6	0.1
U-R-004-0319	8JDXL06.8038	6.8	186	186	Tractor, Pump, Compressor, Generator, Other Industrial Equipment	---	---	6.2	0.8	0.18
U-R-004-0320	8JDXL06.8049	6.8	168	205	Pump, Compressor, Generator, Other Industrial Equipment	---	---	5.8	0.9	0.13
U-R-004-0321	8JDXL06.8078	6.8	104	110	Crane, Tractor, Pump, Compressor, Generator, Other Industrial Equipment	---	---	5.6	1	0.26
U-R-004-0322	8JDXL06.8080	6.8	131	154	Loader, Tractor, Other Industrial Equipment	---	---	6.1	1.2	0.13
U-R-004-0323	8JDXL06.8041	6.8	96	127	Crane, Loader, Tractor, Dozer, Pump, Compressor	---	---	6.3	1.1	0.24
U-R-004-0324	8JDXL06.8082	6.8	82	96	Pump, Compressor, Generator, Other Industrial Equipment	---	---	5.6	1.2	0.29
U-R-004-0325	8JDXL08.1037	8.1	135	286	Loader, Tractor, Pump, Compressor, Generator, Other Industrial Equipment	---	---	6.1	0.8	0.15
U-R-004-0326	8JDXL12.5035	12.5	215	376	Tractor, Pump, Compressor, Generator, Other Industrial Equipment	---	---	6.2	0.7	0.15
U-R-004-0327	8JDXL03.0064	3	72	74	Pump, Compressor, Generator, Other Industrial Equipment	---	---	6.4	1	0.24
U-R-004-0328	8JDXL03.0063	3	56	62	Loader, Tractor, Pump, Compressor, Generator, Other Industrial Equipment	---	---	6.9	1.9	0.34
U-R-004-0329	8JDXL06.8039	4.5	81	104	Loader, Tractor, Pump, Compressor, Generator, Other Industrial Equipment	---	---	6.1	1	0.27
U-R-004-0330	8JDXL04.5075	4.5	73	73	Dozer, Other Industrial Equipment	---	---	6	1.1	0.2
U-R-004-0331	8JDXL03.0113	3	57	74	Pump, Compressor, Generator, Other Industrial Equipment	---	---	4.1	1.7	0.21
U-R-004-0332	8JDXL03.0203	3	45	55	Pump, Compressor, Generator, Other Industrial Equipment	---	---	4.2	0.8	0.17
U-R-004-0333	8JDXL03.0206	3	42	51	Tractor, Other Industrial Equipment	---	---	7.3	1.4	0.26
U-R-004-0334	8JDXL02.4207	2.4	49	49	Loader, Other Industrial Equipment	---	---	7	1.6	0.28
U-R-004-0335	8JDXL02.9050	2.9	34	34	Tractor, Pump, Compressor, Generator, Other Industrial Equipment	---	---	7.1	2.2	0.29
U-R-004-0336	8JDXL04.5112	4.5	56	65	Loader, Tractor, Pump, Compressor, Generator, Other Industrial Equipment	---	---	4.4	1.2	0.33
U-R-004-0338	8JDXL02.4074	2.4	35	36	Pump, Compressor, Generator, Other Industrial Equipment	---	---	6.6	2.7	0.3
U-R-004-0338-1	8JDXL02.4074	2.4	35	36	Pump, Compressor, Generator, Other Industrial Equipment	---	---	6.6	2.7	0.3
U-R-004-0339	8JDXL02.9088	2.9	42	55	Tractor, Other Industrial Equipment	---	---	6.5	1.6	0.31

Copy of document found at www.NoNewWipTax.com

U-R-004-0340	8JDXL04.5043	4.5	56	60	Industrial Equipment	---	---	7.2	3.1	0.32
U-R-004-0341	8JDXL04.5042	4.5	74	74	Loader, Tractor, Pump, Compressor	---	---	5.7	1.1	0.32
U-R-004-0342	8JDXL04.5057	4.5	74	74	Loader, Tractor, Pump, Compressor, Generator, Other Industrial Equipment	---	---	5.9	1	0.31
U-R-004-0343	8JDXL04.5062	4.5	56	74	Loader, Other Industrial Equipment	---	---	6.5	1.3	0.34
U-R-004-0344	8JDXL04.5083	4.5	74	74	Tractor, Pump, Compressor, Generator, Other Industrial Equipment	---	---	5.8	1.4	0.24
U-R-004-0346	8JDXL03.0208	3	55	55	Pump, Compressor, Generator, Other Industrial Equipment	---	---	3.9	1	0.22
U-R-004-0346-1	8JDXL03.0208	3	45	55	Pump, Compressor, Generator, Other Industrial Equipment	---	---	3.9	1	0.22
U-R-004-0348	8JDXL09.0114	9	229	315	Pump, Generator, Other Industrial Equipment	---	---	3.7	0.9	0.16

BROWSE AGAIN

For more information on Off-Road certification database, please contact Byron Ng at (626)459-4312 or via e-mail at bng@arb.ca.gov

- [Large Spark-Ignition Engine Resource Page](#)
- [Off-Road Compression-Ignition Engine Resource Page](#)
- [Small Off-Road Engine Resource Page](#)
- [Spark-Ignition Marine Engine Resource Page](#)

The Board is one of six boards, departments, and offices under the umbrella of the California Environmental Protection Agency.
 Cal/EPA | ARB | CIWMB | DPR | DTSC | OEHHA | SWRCB



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF TRANSPORTATION AND AIR QUALITY
WASHINGTON, DC 20460



CERTIFICATE OF CONFORMITY
2008 MODEL YEAR

Manufacturer: **JOHN DEERE POWER SYSTEMS**
Engine Family: **8JDXL06.8106**
Certificate Number: **JDX-NRCI-08-05**
Intended Service Class: **NR 4 (37-75)**
Fuel Type: **DIESEL**
FELs: g/kW-hr NMHC+NOx: NA NOx: NA PM: 0.3
Effective Date: **12/10/2007**
Date Issued: **12/10/2007**

Karl J. Simon, Director
Compliance and Innovative Strategies Division
Office of Transportation and Air Quality

Pursuant to Section 213 of the Clean Air Act (42 U.S.C. section 7547) and 40 CFR Part 89, and subject to the terms and conditions prescribed in those provisions, this certificate of conformity is hereby issued with respect to the test engines which have been found to conform to applicable requirements and which represent the following nonroad engines, by engine family, more fully described in the documentation required by 40 CFR 89 and produced in the stated model year.

This certificate of conformity covers only those nonroad compression-ignition engines which conform in all material respects to the design specifications that applied to those engines described in the documentation required by 40 CFR Part 89 and which are produced during the model year stated on this certificate of the said manufacturer, as defined in 40 CFR Part 89.

This certificate of conformity is conditional upon compliance of said manufacturer with the averaging, banking and trading provisions of 40 CFR Part 89, Subpart C. Failure to comply with these provisions may render this certificate void ab initio.

It is a term of this certificate that the manufacturer shall consent to all inspections described in 40 CFR 89.129-96 and 89.506-96 and authorized in a warrant or court order. Failure to comply with the requirements of such a warrant or court order may lead to a revocation or suspension of this certificate for reasons specified in 40 CFR Part 89. It is also a term of this certificate that this certificate may be revoked or suspended or rendered void ab initio for other reasons specified in 40 CFR Part 89.

This certificate does not cover nonroad engines sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.

CREDIT APPLICATION
(Page 1 of 2)



Construction Finance Group
Phone: 800-323-8542
Fax: 800-826-8267



PowerPlan
Phone: 800-634-9661
Fax: 800-436-3224

PLEASE PRINT OR TYPE

Dealership Name: Salesman/Location: Dealer #: Date:

Applying for: Retail Note Lease PowerPlan Municipal

Fields marked with an asterisk (*) are required by law (USA PATRIOT Act) when applying for revolving credit. Your application can not be processed without this information.

APPLICANT INFORMATION - Full legal name and address of Business - Corporation, Partnership, Trust, Sole Proprietorship or Municipality

Business Name*, DBA (if any), Federal Tax ID Number*, Physical Address*, City*, County*, State*, Zip*, Mailing Address (if different than the above), Business Phone #, Fax #, E-Mail Address, State in which the Business is Registered or Incorporated*, Date Business Incorporated, Partnership formed, or Sole Proprietorship Started, Time at current address: Years/Months

Primary Applicant Information - Personal, Officer, Partner, Member or Municipal Contact Information († Required if Individual)

First Name*, Middle*, Last Name*, Title, DOB †, Social Security # †

Physical Address of Primary Officer, Partner, Owner or Member (If different than above)

Physical Address*, City*, County*, State*, Zip*, Home Phone #, Mobile Phone #, E-Mail Address, Are you a U.S. Citizen? YES NO

Type of business:*

(please check one)

- Individual, Sole Proprietor, S Corp, C Corp, Municipality, LLC*, Limited Partnership*, General Partnership*, Trust*

* If applying as an LLC a copy of the Operating Agreement & Articles of Organization is required with this application or Partnership Agreement if applying as a Partnership or Trust Agreement if applying as a Trust.

Additional Owner(s), Partner, Member(s), and/or Officer(s) Information- Use a separate sheet listing name(s), title(s), % Owned, address(es), phone #(s), SS#(s), and date(s) of birt

CO-APPLICANT INFORMATION

First Name*, Middle*, Last Name*, Title, DOB †, Social Security #*, Physical Address*, City*, County*, State*, Zip*, Phone #, Fax #, E-Mail Address, Are you a U.S. Citizen? YES NO

FINANCIAL INFORMATION and BANK/LOAN REFERENCES NOTE: <*> indicates required information

Please submit the two most recent years of accountant prepared corporate and/or personal financial statements and work in progress (jobs on hand) report with this application.

<*> Annual Gross Sales, Net Income, Net Worth, Bank Name, ACCT #, Phone #, Contact Name, Equipment Finance Co., ACCT #, Phone #, Contact Name

YEARS IN BUSINESS, YEARS, HAVE YOU EVER FILED BANKRUPTCY?, YES NO, HAS A JUDGEMENT EVER BEEN FILED AGAINST YOU? YES NO

INSURANCE INFORMATION NOTE: not applicable to revolving credit

Insurance Agency Name, Contact Name, Policy #, Phone #, Fax #, Physical Address, City, County, State, Zip

If you do not have insurance would you like to have JD Sentry UltraGard Physical Damage Insurance quoted and applied to your payments? YES NO

Notice to Applicant: You represent that the information given in the entire application, including all applicant names and any other information provided in this credit application is (1) true, correct and complete, and (2) provided for the purpose of obtaining credit in an amount set forth in the credit policies and practices of FPC Financial, f.a.b. (FPC), Deere Credit, Inc. (DCI) or John Deere Construction and Forestry Company (JDCFC) collectively referred to as "we", "us" and "our".

*** This Credit Application consists of two (2) pages; Notice to Applicant is continued on the next page ***

PRIMARY APPLICANT

By: X, Printed Name of Signer, Date, Individually, If primary applicant is a corporation or other form of legal entity, title of signer:

CO-APPLICANT

By: X, Printed Name of Signer, Date, Individually, If co-applicant is a corporation or other form of legal entity, title of signer:

**Notice to Applicant (continued):**

By submitting your credit application, you agree that all information regarding your account may be provided to corporate affiliates of, all three referred to as, Lender, "we", "us" and "our" and other companies which may offer or provide services to you or Lender. Those affiliates may use certain consumer report information as a factor in establishing your eligibility for credit or insurance. If you object to this, you must notify us by calling 1-800-634-9661, and providing your name, Social Security number, address and account number, and certain consumer report information will not then be provided to those affiliates.

By submitting this application electronically, you agree that you are electronically signing this credit application and such electronic signature shall be treated as an affirmation by you to the truthfulness of all information provided on this application. You agree that we are expressly relying on the accuracy of the information submitted in making a credit or lease decision.

APPLICANT(S) ACKNOWLEDGE THAT (1) THE SELLER HAS NOT REPRESENTED THAT THE TERMS OF THIS FINANCING ARE MORE OR LESS FAVORABLE THAN OTHER FINANCING (2) THE SELLER IS NOT APPLICANT'S AGENT IN OBTAINING THE FINANCING (3) APPLICANT MAY OBTAIN FINANCING FROM OTHER SOURCES AND (4) THE SELLER MAY BE COMPENSATED FOR SERVICES INVOLVED IN ARRANGING THIS FINANCING.

If this application for credit is denied, or if your revolving (PowerPlan) credit limit is later decreased, you have the right to a written statement listing the principal reason(s) for that denial or credit limit decrease. To obtain the written statement, please send a letter to following address within sixty (60) days from the date you are notified of that decision.

For Revolving Credit Applications and credit decreases: John Deere Credit
P.O. Box 5327
Madison, WI 53705

For Installment OR Lease Applications: Customer Service Department - Construction Finance Group
Deere Credit Services, Inc.
P.O. Box 6600
Johnston, IA 50131-6600

We will send you a written statement of reason(s) for the denial or revolving credit limit decrease within sixty (60) days of receiving your request.

NOTICE: The federal Equal Opportunity Act prohibits creditors from discriminating against applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract) because all or part of the applicant's income derives from any public assistance program or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

The federal agency that administers compliance with this law concerning FPC Financial, f.s.b.:

Office of Thrift Supervision
225 East John Carpenter Freeway Suite 500
Irving, TX 75062-2326

The federal agency that administers compliance with this law concerning DCI and JDCFC:

The Federal Trade Commission
Washington, D.C. 20580

You release all claims against DCI, JDCFC, FPC, and their affiliates and your other creditors for all acts or omissions which occur in verifying the above information.

NOTICE FOR OHIO RESIDENTS (Installment and Lease Applications Only):

The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

NOTICE FOR MAINE RESIDENTS (Installment and Lease Applications Only):

If your application for installment credit is approved, you will be required to obtain and maintain physical damage insurance on the collateral securing the debt. You have the right of free choice in the selection of the agent and insurer through or by which the insurance is placed.

CR2110182



JOHN DEERE CREDIT

Master Lease-Purchase Agreement

Agreement No. _____

Lessee:	CUSTOMER NAME ADDRESS, CITY, STATE ZIP
Lessor:	DEERE CREDIT, INC. 6400 NW 86 TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600

This Master Lease-Purchase Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the lessee identified above ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.

TERMS AND CONDITIONS

1. Lease Term; Payments. You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. Except as otherwise provided in Section 2 of this Master Agreement, **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate.

2. Non-Appropriation of Funds. You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 8 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 2 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. Taxes. Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.

4. Security Interest; Missing Information. You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment. You (a) grant us a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of all liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (1) insert or correct information on Schedules, including your correct legal name, serial numbers and Equipment descriptions; (2) submit notices and proofs of loss for any required insurance; and (3) endorse your name on remittances for insurance and Equipment sale or lease proceeds.

5. Equipment Maintenance, Operation and Use. You agree to (a) not move the Equipment to another county or state without notifying us within 30 days; (b) operate and maintain the Equipment in accordance with all (1)

laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) perform (at your expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (e) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (f) keep any metering device installed on the Equipment connected and in good working condition at all times; (g) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (h) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

6. Insurance. You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made a part of the Schedule), naming us as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (A) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (B) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

7. Loss or Damage. Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to immediately pay us the pro rata portion of the Principal Balance, as determined by us as of the day before such Event of Loss occurred. Upon receipt of the pro rata portion of the Principal Balance, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us.

8. Return of Equipment. If a Schedule is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 2 of this Master Agreement, you agree to return all Equipment to the place designated by us, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Maintenance Addendum incorporated into the Lease.

9. Default. You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and such default continues for 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates); or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.

10. Remedies. If a default occurs, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Principal Balance as of the date of such default; (b) declare any other agreements between you and us in default; (c) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us; (d) require you to return the Equipment in the manner outlined in Section 8, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under the Lease, with you remaining liable for any deficiency; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (h) exercise any other remedy available at law or in equity; and (i) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

6. Assignment. You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

7. Representations and Warranties. You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

8. Indemnity. You are responsible for all losses, damage, claims, infringement claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. To the extent permitted under applicable law, you agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You agree to not bring any action for Claims against us. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.

9. Time Price. You understand that the Equipment may be purchased for cash or it may be purchased pursuant to the terms of the Lease for a Time Price equal to the sum of (1) all Lease Payments due and to become due thereunder, and (2) the Documentation Fees. By executing the Lease, you have chosen to purchase the Equipment for that Time Price. You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under the Lease, or refunded to you.

10. Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. No part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

<p>LESSEE</p> <p>CUSTOMER NAME ADDRESS CITY, STATE ZIP</p> <p>By: <input type="text"/></p> <p>SIGNER NAME/TITLE</p> <p>Date: <input type="text"/></p> <p align="right">Fed. Tax ID # <input type="text"/></p>	<p>LESSOR</p> <p>DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600 JOHNSTON, IA 50131-6600</p> <p>By: <input type="text"/></p> <p>Title: <input type="text"/> Date: <input type="text"/></p>
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JOHN DEERE CREDIT

Lease Schedule

Lease Schedule No.	
Master Lease Agreement No.	

Lessee: (Name & Address)	CUSTOMER NAME ADDRESS, CITY, STATE ZIP
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

EQUIPMENT INFORMATION						
Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Cash Price

Equipment Location	ADDRESS, CITY, STATE ZIP	OUTSIDE city limits: <input checked="" type="checkbox"/>	COUNTY
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LEASE TERM						
Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	Sales/Use Tax	Total Lease Payment	Purchase Option
			\$0.00	\$0.00	\$0.00	\$1.00

PAYMENT TERMS			PAYMENT DUE AT SIGNING	
Due Date	1 st Payment Due Date	Billing Period	Advance Lease Payment	**\$0.00
		<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual	**Advance Lease Payment includes the first 1 and last 0 Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease-Purchase Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Maintenance Addendum are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts you owe us on or before the Lease Term End Date (the "Purchase Option"). Upon exercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such Item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

Purchase Option. You may purchase the Equipment at the end of the Lease Term for \$1, provided (1) you are not in default, and (2) we receive all amounts you owe us on or before the Lease Term End Date (the "Purchase Option"). Upon exercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such Item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to

you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code.

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE	CUSTOMER NAME ADDRESS CITY, STATE ZIP	LESSOR	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By:	_____	By: _____	_____
	SIGNER NAME/TITLE	Title: _____	Date: _____
Date:	_____		
	Fed. Tax ID # _____		

(LETTERHEAD OF LESSEE'S COUNSEL)

(Date) _____

Deere Credit, Inc.
PO Box 6600
Johnston, IA 50131-6600

RE: Master Lease-Purchase Agreement No. _____ dated _____ (the "Master Lease") and Lease Schedule No. _____ dated _____ (the "Lease Schedule"), and entered into between _____ ("Lessee") and Deere Credit, Inc., its successors and assigns ("Lessor") (The Master Lease and the Lease Schedule are hereinafter collectively referred to as the "Lease").

Gentlemen and Ladies:

I have acted as counsel to Lessee in connection with the execution and delivery of the Lease by Lessee and, in this capacity, I have reviewed a duplicate original or certified copy of the Lease and such other documents and instruments as I have deemed necessary or appropriate. As counsel for Lessee, I have made such factual inquiries, and have examined or caused to be examined such questions of law as I have considered necessary or appropriate for the purposes of this opinion. Based upon such inquiries, examination and review, I am of the opinion that:

(a) Lessee is the entity indicated on the face of the Lease and is a political subdivision of the state in which it is located. Lessee is duly organized and existing under the Constitution and laws of said state, and is authorized to enter into and to carry out its obligations under the Lease.

(b) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment.

(c) The Lease has been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules and regulations. The Lease is a valid, legal, binding agreement, enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights.

(d) The person signing the Lease (1) has the authority to do so, (2) is acting with the full authorization of Lessee's governing body, and (3) holds the office indicated below their signature. The signature of the person signing the Lease is genuine.

(e) The execution of the Lease and the appropriation of funds to meet its obligations thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

(f) The Lease does not constitute a debt of Lessee under applicable state law or a pledge of the tax or general revenues of Lessee.

[LESSEE COUNSEL]

By: _____



JOHN DEERE
CREDIT

Physical Damage/Liability Insurance

Lease Schedule No.	
Master Lease Agreement No.	

Lessee: (Name & Address)	CUSTOMER NAME ADDRESS, CITY, STATE ZIP
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

***If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
22408 Network Place
Chicago, IL 60673-1224

I agree and understand that, pursuant to the provisions of Section 6 of the Master Lease Agreement, I must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 8 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE	CUSTOMER NAME ADDRESS CITY, STATE ZIP
By: _____ SIGNER NAME/TITLE	
Date: _____	Fed. Tax ID/Soc. Sec. # _____

Office Use Only

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	Verified By:



JOHN DEERE
CREDIT

Advance Lease Payment Invoice

Due Date:	
Total Due:	\$0.00

Billing Address:	Updated Billing Information:
CUSTOMER NAME A/R ATTN ADDRESS CITY, STATE ZIP	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Customer Account Number:

App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Processing Fees	Total Due
					\$0.00	\$0.00	\$0.00	\$0.00

Correspondence Only:	Remit Checks Payable To:
John Deere Credit Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600 Phone: (800) 771-0681 – select "lease" prompt Fax: (800) 254-0020 Lease issues only	John Deere Credit Attn: Acct. Dept. – ALP Processing PO Box 6600 Johnston, IA 50131-6600

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every Dishonored Check will result in a fee of \$20.00 or an amount not to exceed the highest amount permitted by law.

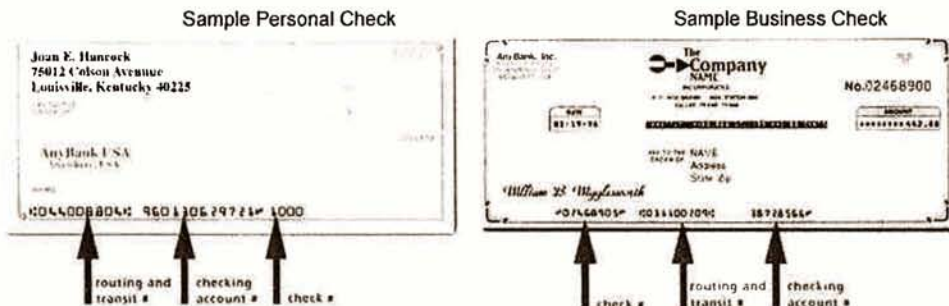
JOHN DEERE CREDIT DIRECT PAY-RECURRING ENROLLMENT

Eligibility

- Your account with John Deere Credit must be **current** in order to enroll for the Direct-Pay Recurring payment option
- Your account with your financial institution must allow automatic withdrawals

How to Enroll

- Complete and sign the authorization form below. Please be sure to **provide all information requested**.
- Bank and account information, i.e., whether it is a saving or checking account. For the typical checking accounts, the account information is located similar to the sample business or personal checks below:



Fax Number for Direct Pay-Recurring Enrollment: 1-800-826-9527

Mailing Address for Loans or Leases (Agricultural, Lawn and Grounds Care, and Construction and Forestry equipment)
John Deere Credit, Attn: Customer Service, PO Box 6600, Johnston, IA 50131-6600

Mailing Address for Credit Card accounts (John Deere Lawn and Grounds Care credit card equipment)
John Deere Credit Revolving Product, Attn: Customer Service, PO Box 5327, Madison, WI 53705

JOHN DEERE CREDIT DIRECT PAY-RECURRING AUTHORIZATION FORM

My signature below authorizes Deere Credit Services, Inc. and its affiliates, (the Company), to initiate debit entries to the checking/savings account below for the regularly scheduled payments or other amounts that I may owe the Company. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it.

Bank Name _____

John Deere Credit Account # _____

Bank City & State _____

Name on John Deere Credit Account _____

Name on Bank Account _____

Social Security Number/Federal Tax ID _____

Bank Routing and Transit # _____

Bank Account Number _____

I request Direct Pay Recurring to begin with my payment due the month of _____

Type of Account: ___Checking ___Savings

I understand any payment due prior to the month I requested above, must be made in order to be eligible for Direct Pay Recurring.

Bank Account Owner Signature _____ Date _____

Bank Account Owner Phone # _____