

RDO 5100m ✓
\$ 142,509 13



Request for Proposal to Provide a Tractor and Flail Mower for the City of Morgan Hill

The City of Morgan Hill is requesting proposals from qualified vendors to procure, prepare, and deliver a tractor and flail mower.

Bids are due by Tuesday, December 1, 2015, 10:30 am

REQUEST FOR PROPOSAL INFORMATION

SECTION 1 – General Instructions and Information for Bidders

SECTION 2 – Technical Specifications

SECTION 3 – Bid Proposal and Schedule, Subcontractor List, Non-collusion Affidavit

ATTACHMENTS

SECTION 1 GENERAL INSTRUCTIONS AND INFORMATION FOR BIDDERS

Bid Submission. Bids are due by **Tuesday, December 1, 2015, 10:30 am**. Deliver sealed bids to the City Clerk of the City of Morgan Hill, located at 17575 Peak Avenue, Morgan Hill, California, at which time bids will be publicly opened and a tabulation of all bids will be posted for public inspection. Vendor is to complete the following bid documents and include in the bid package: Bid Proposal, Bid Schedule, Subcontractor List, and Non-collusion affidavit. These forms are provided in Section 3.

Examination of Purchase Documents. Each bidder is solely responsible for thorough review of the Request for Proposal (RFP) Documents and the examination of existing equipment prior to submitting a Bid Proposal. Note that any details noted are for information only. Bidders are responsible for inspecting the existing equipment and verifying actual measurements for their own bids.

Addenda. Any addenda issued prior to Bid Time shall constitute part of the Purchase Documents. The City reserves the right to issue addenda prior to Bid Time.

Brand Designations and "Or Equal" Substitutions. Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an "equal" item must be submitted with a written request for substitution.

Bonds. No Bid or Performance Bonds are required

City Representative. The designated City representative/project manager for this Purchase is Dale Dapp 408-776-7333.

Bid Protest. Any bid protest must be in writing and received by the City Attorney's Office at 17575 Peak Avenue, Morgan Hill, CA, (Fax: (408) 779-1592), before 5:00 p.m. no later than two (2) working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name,

address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest

The protested bidder may submit a written response to the protest, provided the response is received by Owner before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder.

A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest

The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

Rejection of Bids and Award of Contract. City reserves the right, acting in its sole discretion, to waive non-substantive bid irregularities, the right to accept or reject any and all bids, or to abandon the work entirely. The Purchase will be awarded, if at all, within sixty (60) calendar days after opening of Bids, to the responsible bidder submitting the lowest responsive bid.

SECTION 2

Technical Specifications

Technical Specifications Tractor and Flail Mower

All materials and parts must be new model, in current production, unless otherwise noted.

All equipment and accessories, cataloged as standard, unless superseded by these specifications, are to be furnished and included in the purchase price of this unit.

1. Tractor

a. John Deere 5093E Cab Tractor with a minimum of the following options:

- i. MFWD axle
- ii. Cab Windows
 - 1. Polycarbonate glass windows
- iii. Mirrors
 - 1. RH & LH External Mirrors
 - 2. Rear View Mirror
- iv. Sunvisor
- v. Front and Rear Wipers
- vi. Hand Rail
- vii. Tires
 - 1. R1-W; All Traction
- viii. Hazard Lights
 - 1. Sequencing LED Traffic Assist Light Bar
 - a. Minimum Requirements/Sequencing and Warning Modes
 - i. 52" Wide
 - ii. 2.25" High
 - iii. Arrow End Lamps
 - iv. Left Sequence
 - v. Right Sequence
 - vi. L&R Sequence
 - vii. Flashing Hazard

2. Flail Mower

- a. Tiger Corporation BB-22 Flail Mower or Equivalent
 - i. 50" Rotary Cutter Head
 - ii. Heavy Brush Blades
- b. Tiger Corporation RF-96ED Rear Mount Flail Mower or Equivalent
 - i. Medium Brush & Grass Blades

3. **Additional Fees:** The proposal price shall consist of all fees including tax, freight, fuel and all other applicable fees for furnishing the above equipment to the City of Morgan Hill.

SECTION 3

Bid Proposal and Schedule Subcontractor List and Non-collusion Affidavit

Note that each document included in this section must be included in bid proposal document.

BID PROPOSAL
2015 Tractor and Flail Mower

R.D.O. Equipment Company ("Bidder") hereby submits this Bid Proposal to the City of Morgan Hill ("The City") for the above-referenced purchase ("Purchase") in response to the Notice Inviting Bids and in accordance with the Purchase Documents referenced therein.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Purchase as specified in the Purchase Documents, within the time required for full completion of the Work, for the following price ("Base Bid"):

\$ 142,509.13 Dollars (\$ 142,509 ¹³/₁₀₀).

2. **Addenda.** Bidder acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#05	_____
#02	_____	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

3. **Bidder's Warranties.** By signing and submitting this Bid Proposal, Bidder warrants the following:

3.1 Bidder has thoroughly examined the Purchase Documents, and represents that, to the best of Bidder's knowledge there are no errors, omissions, or discrepancies in the Purchase Documents.

3.2 Bidder has had the opportunity to examine the equipment and understands the scope of the work.

3.3 Bidder is fully qualified to perform the Work.

3.4 Bid has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid.

4.

This Bid Proposal is hereby submitted on December 2nd, 2015

s/ STEFAN SOHR Account manager
Name and Title [print]

RDO Equipment Company
Company Name

501- EL CAMINO REAL 831-424-8036
Address Phone

SALINAS CA 93908 831-424-3127
City, State, Zip Fax

Attachments:

- Bid Schedule
- Subcontractor List
- Non-collusion Affidavit

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

BID SCHEDULE

Tractor and Flail Mower

Bid Item	Description of Bid Item	Bid Price
1	John Deere 5100m TRACTOR with tiger boom mower and Rear mounted Flail	142,509 ¹³
2		
3		
4		
5		
6		
7		

Bid Total	142,509 ¹³
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THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

SUBCONTRACTOR LIST

For each Subcontractor who will perform a portion of the Work in an amount in excess of five percent of the Bidder's total Purchase Price,¹ the Bidder must list a description of the work, the name of the Subcontractor, and the location of its place of business. **Note to Bidders: Please print legibly. Illegible forms may be rejected.**

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	LOCAL VENDOR ²	
			YES	NO

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

¹ For street or highway construction this requirement applies to any subcontract of \$10,000 or more.
² A Vendor is considered local if their principle place of business is within the city limits of Morgan Hill

NONCOLLUSION AFFIDAVIT

(To be executed by bidder and submitted with bid)

State of California)	ss.
)	
County of <u>Monterey</u>)	

_____, being first duly sworn, deposes and says that he or she is _____ of _____ ("Vendor"), the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the purchase of anyone interested in the proposed purchase; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify under penalty of perjury that the foregoing is true and correct.

s/  Date: 12-3-15

STEFAN SPANZ Account manager
Name and Title [print]

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

State of _____

County of _____

On _____ before me, _____
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacities, and
that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL



DEVELOPMENT SERVICES CENTER
PUBLIC WORKS DEPARTMENT
17575 PEAK AVENUE
MORGAN HILL, CA 95037-5301
ENGINEERING: 408-778-6480
FAX: 408-779-7236
WWW.MORGANHILL.CA.GOV

ADDENDUM NO. 1

DATE: November 30, 2015

TO: ALL SPEC HOLDERS OF THE:
RFP TO PROVIDE A TRACTOR AND FLAIL MOWER FOR THE CITY OF
MORGAN HILL

FROM: DALE DAPP – CITY OF MORGAN HILL

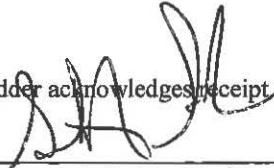
SUBJECT: VEHICLE SPECIFICATION CHANGES AND BID OPENING DATE CHANGE

SPECIFICATIONS

1. **REPLACE:** Section 2.1.a.i-ii.1, "Technical Specifications", on Page 5 of 15 of the "RFP to Provide a Tractor and Flail Mower for the City of Morgan Hill "
WITH:
 1. **Tractor**
 - a. John Deere 5100M Cab Tractor (or equivalent) with a minimum of the following options:
 - i. MFWD axle
 - ii. 16F/16R PowrReverser Transmission – 540/540E
 - iii. Cab Windows
 1. Polycarbonate glass windows or polycarbonate guard on Mower Side
2. **CHANGE:** Bid opening date/time from Tuesday, December 1, 2015, 10:30 am to Thursday, December 3, 2015, 10:30 am.

ADDENDUM ACKNOWLEDGMENT

Bidder acknowledges receipt of this addendum, which shall be attached to the proposal.



Contractor's Representative

12-3-15

Date

**THIS DOCUMENT AND THE ATTACHMENTS SHALL BECOME PART OF THE
PROJECTS SPECIFICATION**



Retail Purchase Order

RDO Equipment Co.
 501 El Camino Real South
 Salinas CA, 93908
 Phone: (831) 424-8036 - Fax: (831) 424-3127

Bill To:
 CITY OF MORGAN HILL
 17575 PEAK AVE
 MORGAN HILL, CA, 950374128
 SANTA CLARA ()
 (408) 778-6480

Ship To:
 CITY OF MORGAN HILL
 17575 PEAK AVE
 MORGAN HILL, CA, 950374128
 (408) 778-6480

Purchase Order Date: 12/2/2015
Purchase Order #: 831115
Purchaser Account #: 6480025
Customer Sales Tax Exempt #: None

Customer Purchaser Type: Governmental - City/Town/Village
Customer Market Use: Utility Companies - Sewer/Water
Location of First Working Use: MORGAN HILL, CA, 95037 , 085
Dealer Account Number: 078999
Account Manager: Stefan Spohr
Phone:
Fax: (831) 424-3127
Email: SSpohr@rdoequipment.com

Equipment Information

Quantity	Serial Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD	0	New 2016 JOHN DEERE 5100M	\$56,116.65
1	TBD	0	New 2016 TIGER CORPORATION bb-22 mid mount mower	\$72,772.06
1	TBD	0	New 2016 TANF85	\$2,147.73
Equipment Subtotal:				\$131,036.44

Purchase Order Totals

Balance:	\$131,036.44
Total Taxable Amount:	\$131,036.44
Tax Rate 3: (CA CL 8.75%)	\$11,465.69
Sales Tax Total:	\$11,465.69
CA Tire TAX:	\$7.00
Sub Total:	\$142,509.13
Cash with Order:	\$0.00
Balance Due:	\$142,509.13

Legal Information

For the AG Equipment

Purchase Agreement - I (We), the undersigned, hereby order from you the Equipment described above, to be delivered as shown above. This order is subject to your ability to obtain such Equipment from the manufacturer and you shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown above is subject to your receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.

For Deals with Trades - I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

Warranty - IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. The new equipment warranty is part of this contract. Please read it carefully. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.

ACKNOWLEDGEMENTS - I (We) promise to pay the balance due shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished. I (We) hereby grant a security interest to RDO Equipment Co in the Equipment.

SIC Information - Please be advised that RDO has assigned its rights to sell agriculture rental equipment (as defined under SIC code #3523 and as described in this document) and the rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange LLC, as part of IRC Sec. 1031 exchange.

Disclosure of Regulation Applicability - (CARB Disclaimer) California Only: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants' CA Air Resource Board Regulation 2449(d)(3) As of June 15th, 2008 idling rental equipment must be limited to 5 minutes.

NOTICE: Use of John Deere Services, if applicable, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not use the Services. ± NOTICE: Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere. Purchaser may deactivate Telematics by contacting the JDLINK Global Support group at 1-800-251-9928 or via email at jdlinksupport@johndeere.com.

Signature Area

Purchase Order Accepted By:

(Customer's Signature)

(Authorized Signature of Dealer)

_____/_____/_____
(Date Accepted)

Delivery of Equipment Acknowledgement:

(Customer's Signature)

_____/_____/_____
(Delivered with Operator's Manual on)

Standard Warranty Acknowledgement:

(Delivered On)

(Warranty Begins)

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2016 JOHN DEERE 5100M	None
1	TBD	2016 TIGER CORPORATION bb-22 mid mount mower	None
1	TBD	2016 TANF85	None

**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

A. GENERAL PROVISIONS - With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED - Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, and harvesting Equipment which may have a delayed warranty start date, but only if established by John Deere and noted by Selling Dealer on the Purchase Order). **Included in Compact Utility Tractor Powertrain Warranty** - Engine: cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. **Powertrain:** hydrostatic transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). **SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES:** A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Earthmoving Applications (except those specific models and configurations approved by John Deere as having a two year warranty in scraper applications)	90 Days
Scrapers	6 Months for MY14 and earlier 12 Months for D Series and MY15 and later
Frontier™ Equipment	12 months
Sugar Cane Harvesters and Loaders	12 months or 1500 hours, Whichever Comes First.
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Premium Balers	24 Months or 12,000 bales, Whichever Comes First; First 12 Months, No Bale Limitation
Large Square Balers	12 Months, No Bale Limitation
a) Powertrain on Large Square Balers	24 Months or 20,000 bales, Whichever Comes First
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered in months 13 through 24 - Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) Z200 Series and Z425 EZtrak™ Mowers, and D100 Series Tractors**	24 Months or 120 Hours, Whichever Comes First
2) S200 Series Tractors**	36 Months or 200 Hours, Whichever Comes First
3) X300 Series Tractors; Z400 Series EZtrak™ Mowers (Except Z425)**	48 Months or 300 Hours, Whichever Comes First
4) X500 Series Tractors; Z600 Series Residential EZtrak™ Mowers**	48 Months or 500 Hours, Whichever Comes First
5) X700™ Series Tractors**	48 Months or 700 Hours, Whichever Comes First
6) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential - Personal Use or 90 Days in Any Other Application
7) Wide Area Mowers, Front Mower Traction Units (with diesel or 20 HP and above engines), QuikTrak™ Mowers, Commercial Walk Behind Mowers (32" or larger), and 7-IRON™ Mower Decks	24 Months
8) Z900B Series and Z900M Series ZTrak™ Mowers	36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
9) Z997, Z900A Series and Z900R Series ZTrak™ Mowers	36 Months or 1500 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
10) Compact Utility Tractors	24 months or 2000 hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	36 months or 2000 hours, Whichever Comes First
11) GATOR™ Utility Vehicles (except CX)	12 Months or 1000 Hours, Whichever Comes First
12) Implements; Attachments sold separately and attachments used on Equipment listed in 7 through 11	12 Months
13) CX GATOR™**, All other Turf & Utility Equipment	24 Months in Private Residential - Personal Use or 12 Months in Any Other Application

**Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Attachments purchased separately will be covered by the Attachment warranty (in line 12).

C. (P) ITEMS COVERED SEPARATELY - (1) Tires and batteries are warranted under separate warranty documents provided with the Equipment; (2) Non-John Deere engines in self-propelled Forage Harvesters, other than model 7950, and windrowers are warranted separately by their respective manufacturer; (3) John Deere Hand Held-Portable products are covered by a separate warranty; (4) When applicable, a separate emissions warranty statement will be provided by Selling Dealer. (5) John Deere Walk Behind Snowthrower equipment is warranted under a separate warranty. (6) Series 3500 and 5500 rubber tracks are warranted in agricultural use on a pro-rated basis based on wear and age for 48 months or 4000 hours and 24 months or 2000 hours in other applications.

(N) WHAT IS NOT WARRANTED - Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications, modifying combine grain tanks, and modifying self-propelled sprayers with unapproved wheels, tracks, tanks or booms; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose; (6) Chains on Premium Balers.

D. SECURING WARRANTY SERVICE - To secure warranty service the purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to an Authorized Dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION - To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact Selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).