



City Council Report

915 I Street, 1st Floor
Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2019-01251

September 10, 2019

Consent Item 22

Title: Contract: Wheel Loader Purchase

Location: Citywide

Recommendation: Pass a Motion authorizing the purchase of two (2) wheel loaders at the option price set forth in Contract No. 2015-2027 with Deere Credit, Inc. and increase the contract amount by \$208,740 (the option price, plus tax), for a revised total not-to-exceed amount of \$446,177.

Contact: Alison Kerstetter, Program Specialist, (916) 808-1163; Mark Stevens, Fleet Manager, (916) 808-5869, Department of Public Works

Presenter: None

Attachments:

1-Description/Analysis

2-Agreement

Description/Analysis

Issue Detail: The Department of Public Works, Fleet Management Division, has a customer requirement to purchase two (2) wheel loaders for the Department of Utilities, Water Division. The loaders will be used at City water treatment plants to treat and dispose of the sludge created during the water sedimentation and purification process.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.56.

Economic Impacts: None

Environmental Considerations: No environmental review is necessary because the recommendations in this report involve the purchase of vehicles and are not considered to be a project in accordance with Section 15378(b)(2) of the California Environmental Quality Act guidelines.

Sustainability: The recommended purchases are consistent with the updated Fleet Sustainability Policy adopted by City Council on December 12, 2017 (Resolution No. 2017-0478).

Commission/Committee Action: None

Rationale for Recommendation: On October 27, 2015, City Council adopted Motion No. 2015-0273, awarding a three-year contract to Deere Credit, Inc. for the lease of two (2) wheel loaders. The original contract approved included an option to purchase the vehicles at the end of the lease term.

During the Fiscal Year 2019/20 budget process, the Department of Utilities received approval to purchase two (2) new loaders at a cost of \$166,500 each. By exercising the option to purchase the leased vehicles rather than purchasing new units, the City will achieve a savings of \$124,260. The option prices for each vehicle are set forth in the table below:

	Option Price	Tax	Total
Loader-002	\$94,309	\$8,252	\$102,561
Loader-003	\$97,635	\$8,544	\$106,179
Total Price			\$208,740

Financial Considerations: The recommended purchase, in a total amount not to exceed \$208,740, will be made from the Department of Public Works Fiscal Year (FY) 2019/20 operating budget (Fleet Fund, Fund 6501) and will be charged to the Department of Utilities Water Fund Fleet Project (I06145000) (Water Fund, Fund 6005). Sufficient funding exists in the Department of Public Works FY2019/20 operating budget and the Department of Utilities Water Fund Fleet Project (I06145000) to support the recommended purchase.

Local Business Enterprise (LBE): Deere Credit, Inc. is not an LBE. The minimum LBE participation requirement is waived for the City's use of cooperative purchase agreements that have been competitively bid, evaluated, and awarded by other governmental agencies that may or may not have similar LBE programs.



**LEASE RENEWAL
AGREEMENT**

Lease Schedule
Number **030-0057648-002**

LESSEE'S NAME AND PHYSICAL ADDRESS CITY OF SACRAMENTO 5730 24TH ST BLDG 1, SACRAMENTO, CA 95822-3604
--

NAME AND TITLE OF SIGNING OFFICER HECTOR BARRON, DIRECTOR, DEPARTMENT OF PUBLIC WORKS
--

CO-LESSEE'S NAME AND PHYSICAL ADDRESS
--

LESSOR'S NAME AND ADDRESS DEERE CREDIT, INC. 6400 NW 86 TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600
--

This Lease Renewal Agreement ("Lease Renewal Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified above ("you" or "your").

Each Lessee and Co-Lessee shall be jointly and severally liable for all obligations under this Lease Renewal Agreement.

EQUIPMENT LEASED								
Year	Make	Model	Equipment Description	Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
2015	JD	544KXBZ	544K LOADER	800/YR	\$40.00/HR	SACRAMENTO CA	SACRAMENT O	<input type="checkbox"/>
Product ID				Asset Level Payment*		Purchase Option Price		
1DW544KZHFE668342				\$ 2,154.60		\$ 94,309.00		
Total Purchase Option Price at Renewal Term End Date						\$ 94,309.00		

*Asset Level Payments may not include applicable sales taxes. For purposes of this Lease Renewal Agreement, "Lease Payments" means the Lease Payment identified below.

LEASE PAYMENTS

**RENEWAL LEASE TERM START DATE: 10/30/2018
RENEWAL LEASE TERM END DATE: 10/30/2019**

The first Renewal Term Lease Payment Due Date is 10/30/2018 and each successive Renewal Term Lease Payment is due on the same day
 Monthly Quarterly Semi-Annually Annually *thereafter, (the "Billing Period"), unless otherwise provided below*

NUMBER OF PAYMENTS	AGGREGATE OF ASSET LEVEL PAYMENTS	SALES/USE TAX	LEASE PAYMENT	DUE DATE
12	\$ 2,154.60	\$ 177.76	\$ 2,332.36	10/30/2018

"Master Agreement" shall mean Master Lease Agreement No. 0057648. "Lease" shall mean this Lease Renewal Agreement, the Original Lease Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, or attachment thereto or hereto are hereby incorporated into and made a part of this Lease Renewal Agreement.

Lease Payments. You agree to remit the Renewal Term Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. If you use any Equipment during the Lease Term for more than the Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each hour in excess of the Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

Purchase Option. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; (2) we receive written notice of your intent to purchase the Equipment at least 60 days before the Lease Term End Date (or the Renewal Term End Date); and (3) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will 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.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Lease Renewal Agreement, 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) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) 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 Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Lease Renewal Agreement.

THE TERMS OF THIS LEASE RENEWAL 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 LEASE RENEWAL AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE RENEWAL AGREEMENT, INCLUDING THE ELECTION OF PHYSICAL DAMAGE INSURANCE FOR THE TERM AND PREMIUM STATED IN THIS LEASE RENEWAL AGREEMENT. THIS LEASE RENEWAL 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.
NOTICES TO THE LESSEE- DO NOT SIGN THIS LEASE RENEWAL AGREEMENT IN BLANK. YOU ARE ENTITLED TO A COPY OF THE LEASE RENEWAL AGREEMENT AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.

CITY OF SACRAMENTO

_____ By: _____

(Date Signed)

HECTOR BARRON, DIRECTOR, DEPARTMENT OF PUBLIC WORKS

Accepted By: **Deere Credit, Inc. (Lessor)**
6400 NW 86th Street, Johnston, IA 50131-6600

_____ By: _____

(Date Signed)

(Authorized Signature)



Physical Damage/Liability Insurance

LESSEE:	CITY OF SACRAMENTO 5730 24TH ST BLDG 1, , SACRAMENTO, CA 95822-3604	
LESSOR:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600	
LIABILITY INSURANCE on the Lease Renewal Agreement will be provided by the following insurance agency:		
Name of Agency: ALLIANT INSURANCE SERVICE		Phone Number of Agency: 949-756-0271
Mailing Address of Agency 1301 DOVE 200, NEW PORT, CA 92660		Fax Number of Agency
PHYSICAL DAMAGE INSURANCE on the Lease Renewal Agreement will be provided by the following agency:		
Name of Agency: ALLIANT INSURANCE SERVICE		Phone Number of Agency: 949-756-0271
Mailing Address of Agency 1301 DOVE 200, NEW PORT, CA 92660		Fax Number of Agency
If an insurance certificate is available, in place of the above information, it should be provided to:		
ADDITIONAL INSURED and LOSS PAYEE: Deere Credit, Inc. Its Successors &/or Assigns 6400 NW 86 th St Johnston, IA 50131		
I agree and understand that, pursuant to the provisions of Section 6 of the Lease Agreement, I must at all times (a) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming Deere Credit, Inc. (and its successors and assigns) as additional insured; and (b) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Lease Agreement), naming Deere Credit, Inc. (and its successors and assigns) as sole loss payee.		
NOTICES TO LESSEE- DO NOT SIGN THIS PHYSICAL DAMAGE/LIABILITY INSURANCE IN BLANK. YOU ARE ENTITLED TO A COPY OF THE PHYSICAL DAMAGE/LIABILITY INSURANCE AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.		

_____ By: _____

(Date Signed)

HECTOR BARRON, DIRECTOR, DEPARTMENT OF PUBLIC WORKS

Direct Pay Recurring Enrollment

How to Enroll – There are two easy options available for enrollment:

- Sign up today online by visiting our website at myjdfaccount.com , **OR**
- Complete and sign this authorization form and send to us:
 - Fax – 800-826-9527
 - Email - JDFCustomerService@JohnDeere.com
 - Mail -
John Deere Financial
ATTN: Payment Specialist
PO BOX 5327
Madison, WI 53705

Please write legibly, provide all information requested and allow up to 30 days processing time.

John Deere Financial Account Information

John Deere Financial Account Number / App ID #: _____

John Deere Financial Accountholder Name: _____

Accountholder Phone number: _____

I request Direct Pay Recurring to begin with my payment starting in the month of: _____

Bank Account Information – Please see page 2 of the form for instructions.

Name of Financial Institution: _____ City & State: _____

Name of Person or Entity on Bank Account: _____

9 digit Routing / Transit #: _____ Bank Account Number _____

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 Number

JOHN DEERE FINANCIAL DIRECT PAY RECURRING AUTHORIZATION FORM

My signature authorizes Deere Credit Services, Inc. and its affiliates, (the Company), to initiate debit entries to this checking/savings account for the regularly scheduled payments or other amounts owed to Company by the John Deere Financial Accountholder referenced above. 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. If your account is closed due to an Add-On transaction, consolidation or corrected loan agreement and you have Direct Pay-Recurring, your enrollment and banking information will be transferred to your new account. I acknowledge that I am subject to the NACHA Operating Rules and Guidelines applicable to electronic debit entries to my bank account.

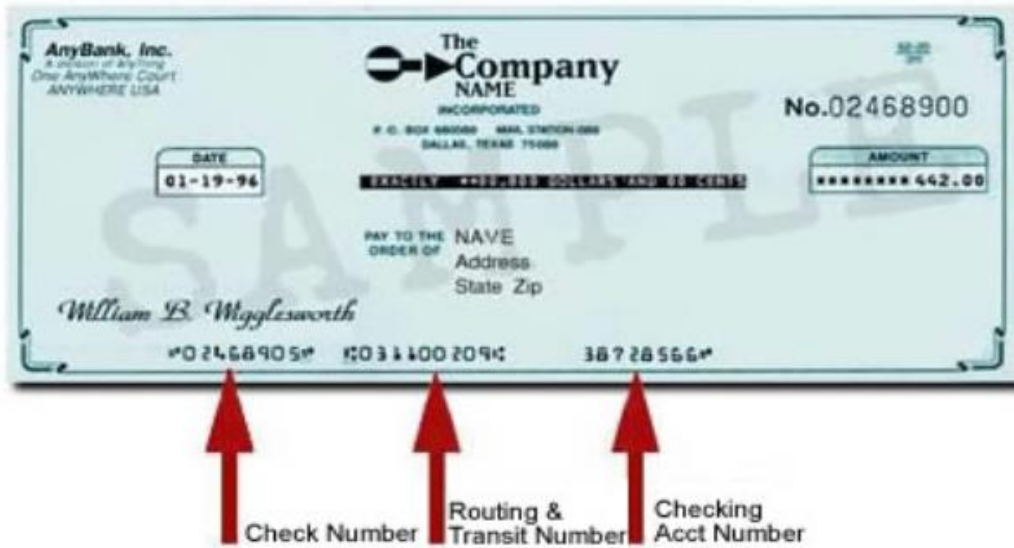
Bank Account Information Instructions

Your account with your financial institution must allow automatic withdrawals. For savings accounts you may need to contact your bank to obtain this information. For checking accounts, the account information is typically located similar to the sample personal or business checks below:

Sample Personal Check



Sample Business Check





**LEASE RENEWAL
AGREEMENT**

Lease Schedule
Number **030-0057648-003**

LESSEE'S NAME AND PHYSICAL ADDRESS CITY OF SACRAMENTO 5730 24TH ST BLDG 1, SACRAMENTO, CA 95822-3604
--

NAME AND TITLE OF SIGNING OFFICER HECTOR BARRON , DIRECTOR, DEPARTMENT OF PUBLIC WORKS

CO-LESSEE'S NAME AND PHYSICAL ADDRESS
--

LESSOR'S NAME AND ADDRESS DEERE CREDIT, INC. 6400 NW 86 TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600
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Each Lessee and Co-Lessee shall be jointly and severally liable for all obligations under this Lease Renewal Agreement.

EQUIPMENT LEASED								
Year	Make	Model	Equipment Description	Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
2015	JD	544KXBZ	544K LOADER	800/YR	\$40.00/HR	SACRAMENTO CA	SACRAMENT O	<input type="checkbox"/>
Product ID				Asset Level Payment*		Purchase Option Price		
1DW544KZEFE668424				\$ 1,888.06		\$ 97,635.00		
Total Purchase Option Price at Renewal Term End Date						\$ 97,635.00		

*Asset Level Payments may not include applicable sales taxes. For purposes of this Lease Renewal Agreement, "Lease Payments" means the Lease Payment identified below.

LEASE PAYMENTS

**RENEWAL LEASE TERM START DATE: 10/30/2018
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The first Renewal Term Lease Payment Due Date is 10/30/2018 and each successive Renewal Term Lease Payment is due on the same day
 Monthly Quarterly Semi-Annually Annually ***thereafter, (the "Billing Period"), unless otherwise provided below***

NUMBER OF PAYMENTS	AGGREGATE OF ASSET LEVEL PAYMENTS	SALES/USE TAX	LEASE PAYMENT	DUE DATE
12	\$ 1,888.06	\$ 161.09	\$ 2,049.15	10/30/2018

"Master Agreement" shall mean Master Lease Agreement No. 0057648. "Lease" shall mean this Lease Renewal Agreement, the Original Lease Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, or attachment thereto or hereto are hereby incorporated into and made a part of this Lease Renewal Agreement.

Lease Payments. You agree to remit the Renewal Term Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. If you use any Equipment during the Lease Term for more than the Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each hour in excess of the Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

Purchase Option. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; (2) we receive written notice of your intent to purchase the Equipment at least 60 days before the Lease Term End Date (or the Renewal Term End Date); and (3) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will 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.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Lease Renewal Agreement, 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) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) 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 Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Lease Renewal Agreement.

THE TERMS OF THIS LEASE RENEWAL 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 LEASE RENEWAL AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE RENEWAL AGREEMENT, INCLUDING THE ELECTION OF PHYSICAL DAMAGE INSURANCE FOR THE TERM AND PREMIUM STATED IN THIS LEASE RENEWAL AGREEMENT. THIS LEASE RENEWAL 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.
NOTICES TO THE LESSEE- DO NOT SIGN THIS LEASE RENEWAL AGREEMENT IN BLANK. YOU ARE ENTITLED TO A COPY OF THE LEASE RENEWAL AGREEMENT AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.

CITY OF SACRAMENTO

_____ By: _____

(Date Signed)

HECTOR BARRON, DIRECTOR, DEPARTMENT OF PUBLIC WORKS

Accepted By: **Deere Credit, Inc. (Lessor)**
6400 NW 86th Street, Johnston, IA 50131-6600

_____ By: _____

(Date Signed)

(Authorized Signature)



Physical Damage/Liability Insurance

LESSEE:	CITY OF SACRAMENTO 5730 24TH ST BLDG 1, , SACRAMENTO, CA 95822-3604		
LESSOR:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600		
LIABILITY INSURANCE on the Lease Renewal Agreement will be provided by the following insurance agency:			
Name of Agency: ALLIANT INSURANCE SERVICE		Phone Number of Agency: 949-756-0271	
Mailing Address of Agency 1301 DOVE 200, NEW PORT, CA 92660		Fax Number of Agency	
PHYSICAL DAMAGE INSURANCE on the Lease Renewal Agreement will be provided by the following agency:			
Name of Agency: ALLIANT INSURANCE SERVICE		Phone Number of Agency: 949-756-0271	
Mailing Address of Agency 1301 DOVE 200, NEW PORT, CA 92660		Fax Number of Agency	
<p>If an insurance certificate is available, in place of the above information, it should be provided to:</p> <p>ADDITIONAL INSURED and LOSS PAYEE: Deere Credit, Inc. Its Successors &/or Assigns 6400 NW 86th St Johnston, IA 50131</p>			
<p>I agree and understand that, pursuant to the provisions of Section 6 of the Lease Agreement, I must at all times (a) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming Deere Credit, Inc. (and its successors and assigns) as additional insured; and (b) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Lease Agreement), naming Deere Credit, Inc. (and its successors and assigns) as sole loss payee.</p> <p>NOTICES TO LESSEE- DO NOT SIGN THIS PHYSICAL DAMAGE/LIABILITY INSURANCE IN BLANK. YOU ARE ENTITLED TO A COPY OF THE PHYSICAL DAMAGE/LIABILITY INSURANCE AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.</p>			

_____ By: _____

(Date Signed)

HECTOR BARRON, DIRECTOR, DEPARTMENT OF PUBLIC WORKS

Direct Pay Recurring Enrollment

How to Enroll – There are two easy options available for enrollment:

- Sign up today online by visiting our website at myjdfaccount.com , **OR**
- Complete and sign this authorization form and send to us:
 - Fax – 800-826-9527
 - Email - JDFCustomerService@JohnDeere.com
 - Mail -
John Deere Financial
ATTN: Payment Specialist
PO BOX 5327
Madison, WI 53705

Please write legibly, provide all information requested and allow up to 30 days processing time.

John Deere Financial Account Information

John Deere Financial Account Number / App ID #: _____

John Deere Financial Accountholder Name: _____

Accountholder Phone number: _____

I request Direct Pay Recurring to begin with my payment starting in the month of: _____

Bank Account Information – Please see page 2 of the form for instructions.

Name of Financial Institution: _____ City & State: _____

Name of Person or Entity on Bank Account: _____

9 digit Routing / Transit #: _____ Bank Account Number _____

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 Number

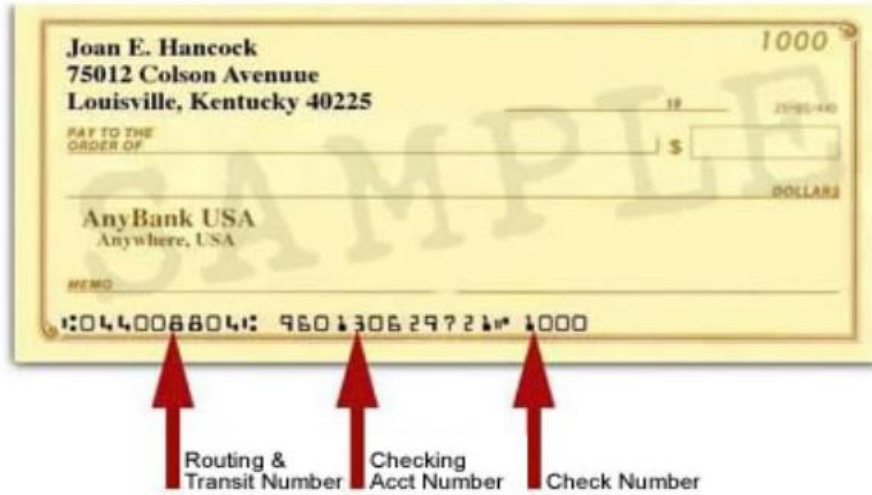
JOHN DEERE FINANCIAL DIRECT PAY RECURRING AUTHORIZATION FORM

My signature authorizes Deere Credit Services, Inc. and its affiliates, (the Company), to initiate debit entries to this checking/savings account for the regularly scheduled payments or other amounts owed to Company by the John Deere Financial Accountholder referenced above. 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. If your account is closed due to an Add-On transaction, consolidation or corrected loan agreement and you have Direct Pay-Recurring, your enrollment and banking information will be transferred to your new account. I acknowledge that I am subject to the NACHA Operating Rules and Guidelines applicable to electronic debit entries to my bank account.

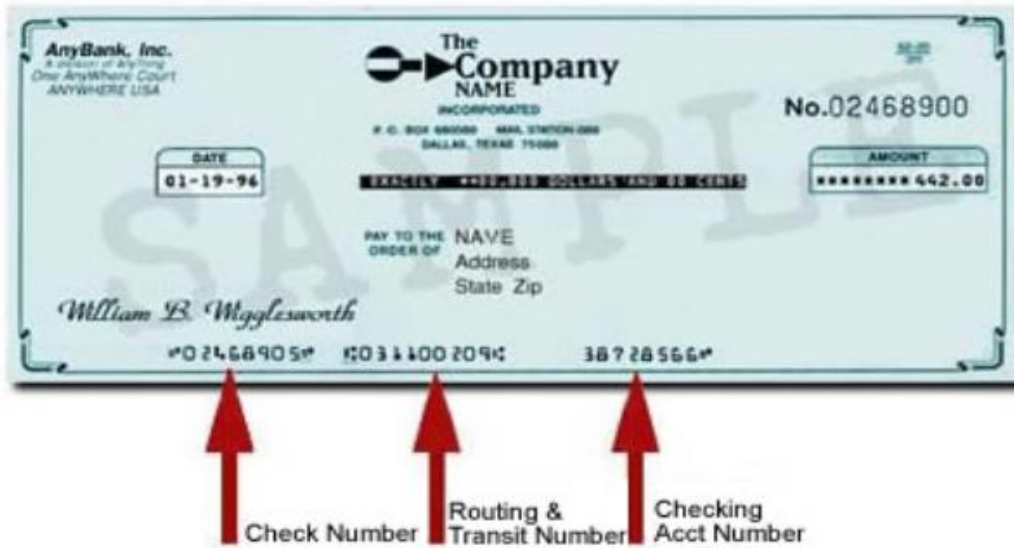
Bank Account Information Instructions

Your account with your financial institution must allow automatic withdrawals. For savings accounts you may need to contact your bank to obtain this information. For checking accounts, the account information is typically located similar to the sample personal or business checks below:

Sample Personal Check



Sample Business Check



**Contract Award
RFP 032515 #**

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES
In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: John Deere Construction Retail Sales Date: March 18, 2015

Company Address: 1515 Fifth Avenue

City: Moline State: IL Zip: 61265

Contact Person: Mark R. Deakyne Title: Contract Manager

Authorized Signature (ink only): Mark R. Deakyne

Mark R. Deakyne
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032515 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

John Deere Construction Retail Sales
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

[Handwritten signature]

NJPA Executive Director

Dr. Chad Coquette

(Name printed or typed)

Awarded this 19th day of May, 20 15 NJPA Contract Number 032515-JDC

NJPA Authorized signature:

[Handwritten signature]

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this 19th day of May, 20 15 NJPA Contract Number 032515-JDC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Vendor Authorized signature:

[Handwritten signature]

Mark R. Deakyne

(Name printed or typed)

Title: Contract Manager

Executed this Twenty-First day of May, 20 15 NJPA Contract Number 032515-JDC

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
AND SOLUTIONS REQUEST**



Company Name: John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
<p>3.22/6 3.14/6</p>	<p>Unless stated otherwise, a manufacturer...proposer is assumed to have a documented relationship with their dealer network where that dealer network is...authorized to accept, purchase orders pursuant to any contract resulting from this RFP on behalf of the manufacturer. Any such dealer will be considered a sub-contractor of the proposer.</p>	<p>RESCIND. "Subcontractor" does not apply to our dealer network. Dealers are not authorized to accept or process purchase orders resulting from this RFP. All POs will be processed through the Moline JDCRS office. John Deere partners with independently owned dealers that are bound by a dealer agreement. That being said, John Deere is not responsible for the acts and conduct of the dealer network.</p>	
<p>5.45/20</p>	<p>It is the desire that delivery be made within ninety-days (90) of the receipt of the Purchase Order.</p>	<p>JDCRS will make every effort to deliver ordered items in as timely a fashion as possible. Actual delivery cannot be defined ahead of time as warehouse dates are assigned based on number of orders placed on the factory, logistics assignment, transit time to local dealer, inspection/setup by local dealer and final delivery to end user. In most cases, goods are delivered within 90 days, but there will be exceptions from time to time.</p>	
<p>3.14/6</p>	<p>Unless stated otherwise, a manufacturer...proposer is assumed to have a documented relationship with their dealer network where that dealer network is...authorized to accept, purchase orders pursuant to any contract resulting from this RFP on behalf of the manufacturer. Any such dealer will be considered a sub-contractor of the proposer</p>	<p>"Subcontractor" does not apply to our dealer network. John Deere partners with independently owned dealers that are bound by a dealer agreement. That being said, John Deere is not responsible for the acts and conduct of the dealer network JDCRS has decided to permit authorized John Deere Dealers to quote, accept purchase orders, and invoice the NJPA customer. John Deere Dealership's will have a choice to either process an NJPA order from quote through invoicing or continue to utilize JDCRS's historical ordering</p>	

		process. See attached letter.	

Proposer's Signature: Mark R. [Signature]

Date: 23Oct2015



Mark R. Deakyne

1515 5th Avenue
Moline, IL 61265

October 12, 2015

Phone: (309) 765-0924

National Joint Powers Alliance

202 12th Street Northeast
Staples, MN 56479

Reference: National Joint Powers Alliance (NJPA) Contract Number: 032515-JDC
Contract Expiration: May 18, 2019

John Deere Construction Retail Sales (JDCRS) a division of John Deere Shared Services, Inc. respectfully requests to rescind our "Subcontractor" exception listed on Form C of the reference contract.

After thoughtful consideration John Deere Construction Retail Sales has decided to permit authorized John Deere Dealers to quote, accept purchase orders, and invoice the NJPA customer. John Deere Dealership's will have a choice to either process an NJPA order from quote through invoicing or continue to utilize JDCRS's historical ordering process.

Dealerships will be authorized to employ the order process once the following conditions are met:

1. Understand Terms and Conditions of Reference Contract
2. Agree to the Collection of 1% Administration Fee by JDCRS
3. Obtain and Submit Certificate of Insurance (COI)

JDCRS will maintain and submit to NJPA a list of authorized dealers and the dealership COIs. Also JDCRS will continue to submit sales reports and administration fee per reference contract Terms and Conditions.

Mark R Deakyne
Contract Manager
John Deere Construction and Forestry Company

Contract Award
RFP 032515 #

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES
In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: John Deere Construction Retail Sales Date: March 18, 2015

Company Address: 1515 Fifth Avenue

City: Moline State: IL Zip: 61265

Contact Person: Mark R. Deakyne Title: Contract Manager

Authorized Signature (ink only): Mark R. Deakyne

Mark R. Deakyne
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032515 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

John Deere Construction Retail Sales
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19th, 20 15 and continue for four years from the board award date. This contract has the consideration of a five year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

NJPA Executive Director

Dr. Chad Coquette

(Name printed or typed)

Awarded this 19th day of May, 20 15 NJPA Contract Number 032515-JDC

NJPA Authorized signature:

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this 19th day of May, 20 15 NJPA Contract Number 032515-JDC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Vendor Authorized signature:

Mark R. Deakyne

(Name printed or typed)

Title: Contract Manager

Executed this Twenty-First day of May, 20 15 NJPA Contract Number 032515-JDC

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Contact Person for Questions: Mark R. Deakyne

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 1515 Fifth Avenue

City/State/Zip: Moline, IL 61265

Telephone Number: (309) 765-0294 Fax Number: (309) 765-3358

E-mail Address: DeakyneMarkR@JohnDeere.com

Authorized Signature: *Mark R. Deakyne*

Authorized Name (typed): Mark R. Deakyne

Title: Contract Manager

Date: March 18, 2015

Notarized

Subscribed and sworn to before me this 18th day of March, 20 15

Notary Public in and for the County of Rock Island State of Illinois

My commission expires: 10/7/15

Signature: *Susan L. Kroeger*





PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Questionnaire completed by: Mark R. Deakyne

Payment Terms and Financing Options

- 1) Identify your payment terms if applicable. (Net 30, etc.)
JDCRS' only option for payment terms is Net 30 Days.
- 2) Identify any applicable leasing or other financing options as defined herein.
JDCRS does not play a role in leasing, financing or payment terms other than Net 30 Days.
John Deere Construction & Forestry does offer financing and leasing options through John Deere Credit. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval. John Deere Credit also offers other leasing and financing options for governmental, educational, and non-profit entities, subject to approval. All leasing and financing options are handled through the local dealer and John Deere Credit.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
 - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
NJPA member will contact their local dealer for assistance with machine and option selection. Local dealer or NJPA member, at their option, will forward the official quote request to JDCRS. JDCRS will generate official quote and return for confirmation. The JDCRS quote will state that the purchase order is to be made to JDCRS. Dealerships are not authorized to accept purchase orders. We will follow a Business-to-Government order process. NJPA member will submit their purchase order to John Deere Construction Retail Sales for processing, noting the JDCRS quote number and the NJPA contract number on the PO. JDCRS will ship the unit to the local John Deere Dealer. Delivery of product is handled by the designated delivering dealer. JDCRS invoices NJPA member upon product delivery acceptance receipt.
- 4) Do you accept the P-card procurement and payment process?
JDCRS will accept P-card procurement and payment process.

Warranty

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
US CAN Deere Warranty Statement.pdf is attached.
- 6) Do all warranties cover all products/equipment parts and labor?
See paragraph A of the attached warranty
- 7) Do warranties impose usage limit restrictions?
See paragraph D of the attached warranty statement. Usage hours are not limited for most equipment during the standard warranty period, but limitations on usage behaviors are in place.
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
Per paragraph E of the attached warranty statement. John Deere is not responsible for travel time, mileage or service calls by the dealer.
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.

In addition to the information in the attached warranty statement, product warranty is tied to the specific region where a machine was originally marketed, and does not follow the unit if it migrates from one area to another. For example, an authorized John Deere dealer in the U.S. can complete warranty repairs only on a product that was originally marketed within the U.S.

- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

All geographic regions of the United States are assigned to a John Deere Construction and Forestry Company (JDCFC) dealer. Each dealer has multiple certified technicians to perform warranty repairs.

Equipment/Product/Services, Pricing, and Delivery

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

John Deere is responding to this RFP with its complete product offering of Heavy and Medium Construction Equipment and Commercial Worksite Products Compact Equipment including standard factory warranty. Current model numbers are indicated in the NJPA Discount Matrix RFP 032515.xls file. These product lines include:

- Articulated Dump Trucks
- Backhoe Loaders
- Compact Track Loaders
- Crawler Dozers
- Crawler Loaders
- Excavators (Deere/Hitachi), [Heavy, Medium, and Compact]
- High-Speed Dozer
- Landscape Loader
- Motor Graders
- Skid Steer Loaders
- Wheel Loaders [Heavy, Medium, and Compact]

- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

We are offering a percentage discount off list price by product model. The discount will apply to base models and options within a price book section/category that lists a dollar value ("See Parts" items not included). A listing of discounts offered is attached NJPA Discount Matrix RFP 032515.xls file. Although price pages are included with the bid, please be aware that discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days. In calculating these discounts we are obligated to make sure they are in line with our GSA contract. Therefore, we are providing NJPA our most favored customer price.

- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

The discount range varies from 21% to 43% across all product range. Please see the attached document NJPA Discount Matrix RFP 032515.xls.

- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

Further to item # 12, we are offering a percentage discount off list price by product model. The List prices can be found in our price pages directory. Price pages are confidential and should not be made available to the general public as part of this submittal. Although price pages are included with the bid, please be aware that discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days. Current price pages will be forwarded to NJPA as soon as they are available.

- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").

John Deere Construction Retail Sales (JDCRS) can certainly offer "Sourced Goods" to NJPA Members. What NJPA calls "Sourced Goods", John Deere calls non-contract items, allied items, and Dealer provided services. We define non-contract as John Deere items that are not on contract (like parts and catalog items that say "See Parts" in our price pages). Allied equipment is defined as non-John Deere equipment (ex. Braco Rock Saw). Dealer provided services are items such as "annual PM services and extended warranty". Non-contract, allied, and Dealer provided service items would be sold as "sourced goods" and the price of the item would be negotiated between the John Deere dealer and the NJPA Member. These costs are annotated in the "Custom Jobs" section of the JDCRS Direct Sales Catalog.

Sourced goods will appear on the purchase order (PO) with the contract item and would be listed as "Dealer sourced..." For example, a NJPA Member could purchase a John Deere Skid Steer Loader, an extra fuel tank cap (non-contract) and a Bradco Rock Saw (allied) by utilizing the NJPA contract, but the price of the fuel tank cap and rock saw would be determined by the John Deere dealer and both would be listed on the PO as "Dealer sourced fuel cap and Dealer sourced Bradco Rock Saw" items. We successfully use this process on other contracts.

- 16) Describe your NJPA customer volume rebate programs, as applicable.

John Deere Construction Retail Sales does not offer a volume rebate program.

- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.

Set-up and installation fees: Dealer applied charges that cover their costs for installing and ensuring the proper operation of sourced goods and field attachments. The set-up and installation fees are negotiated between the customer and the dealer. These costs are annotated in the "Custom Jobs" section of the JDCRS Direct Sales Quote so are paid to the contract proposer then credited to the dealer.

Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and thoroughly clean the unit prior to customer acceptance. The cost of the PDI is negotiated between the customer and the dealer and will vary by machine model and complexity. The cost of the PDI is annotated in the "Custom Jobs" section of the JDCRS Direct Sales Quote so is paid to the contract proposer then credited to the dealer.

- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

JDCRS believes that charging the corporate contracted freight rates for each and every sale is most equitable due to the known sizes & weights and unknown distances that goods will travel to reach the NJPA members' local John Deere Dealership. All shipments will therefore be FOB Destination Pre-Paid Added - freight will be quoted at time of machine inquiry and annotated as a line item on the JDCRS quote. PO payment for both equipment and freight is likewise payable to JDCRS. Buying agency will need to supply the full address for the end-user's location at time of quote request. Should buying agency choose not to use their most local dealer, the preferred dealer needs to be clearly stated on the Purchase Order accordingly.

The dealership may charge a local delivery fee which is negotiated between the customer and the dealer. The cost of the local delivery is annotated in the "Custom Jobs" section of the JDCRS Direct Sales Quote so is paid to the contract proposer then credited to the dealer. The NJPA customer has the option of accepting delivery at the dealership negating any local delivery fee.

This same policy will adhere for shipments to Alaska and Hawaii.

- 19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

- a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
- b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- d. Other; please describe.

- 20) Do you offer quantity or volume discounts?

YES NO Outline guidelines and program.

For each batch of orders quoted/received at the same time, from the same buying entity, the following volume discounts will be apply:

2-4 Machines	1.5%
5-7 Machines	3.5%
8-14 Machines	5%
15-30 Machines	7%

- 21) Describe in detail your proposed exchange and return program(s) and policy(s).

John Deere equipment is made to order, and therefore, Exchanges and Returns are not permitted.

- 22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

As defined in item number 18, we will provide an integrated quote to the customer for the full delivered freight along with the machine and/or attachment requested. Freight is in addition to the machine price, does not receive the equipment discount, and must be included on the same PO to JDCRS as the equipment. John Deere equipment is made to order, and therefore, Exchanges and Returns are not permitted. These rules apply to all NJPA buying agencies, whether located in the continental United States or in Alaska or Hawaii.

- 23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

All quotes are created through our office. This central point nearly eliminates inaccuracies subject to a nationwide dealer network. Purchase orders are processed through our office as well. The purchase orders are reviewed by the account manager for accuracy. If the purchase order needs to be modified, the change request is submitted prior to commencing the factory ordering process.

Monthly spot checks are performed by our accounting department to ensure the department is compliant with published pricing and published discounts. Additionally, the contract manager audits the accuracy of the contract sales and administrative funding fee recorded by the contract administrator.

Industry-Specific Items

- 24) What is your US market share for the solutions you are proposing in this response?

In the government heavy construction equipment market Deere's share is ~29%.

- 25) Do you hold any industry-specific quality management system certifications such as ISO 9001?

John Deere is registered with the International Standards Organization 9001 for quality management.

- 26) Do you hold any environmental management system certifications such as ISO 14001?

For more information on John Deere's Environmental Stewardship visit:

http://www.deere.com/en_US/corporate/our_company/citizenship/environmental_stewardship/environmental_stewardship.page?

- 27) What is your Canadian market share (if any) for the solutions you are proposing in this response?

Not Applicable

- 28) Is your warranty program handled directly, or does it require a pass through to another manufacturer?

Our warranty program is handled directly through the John Deere Dealerships. The warranty of Sourced Goods will follow the warranty policy for that good.

- 29) For how many years have the models you are proposing in this response been available in the marketplace?

Although the year in the marketplace varies by model, John Deere has been manufacturer heavy construction equipment for nearly seventy years.

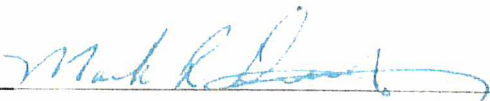
- 30) What is your parts order fill rate?

When unable to provide a part over-the-counter, the local dealer can get the part from a regional or major distribution center. Emergency orders entered by 5 p.m. (Monday - Friday) at your local dealer are shipped the same day from our regional centers. Emergency orders are also shipped during Saturday with no added surcharge. Two levels of emergency backup, FLASH™ and FLASH+™ systems, result in a fill level that exceeds 99%.

- 31) Do you provide preventive maintenance programs for the solutions you are proposing in this response?

Preventative maintenance services are a dealer provided service. Please review Form P item 15 above.

Signature: _____



Date: 18Mar2015