

1 B. Contractor shall sell, furnish and deliver to the City two (2)
2 John Deere 850J LGP Crawler Dozers, of substantially the same type and kind
3 pursuant to the CMAS Contract, except as modified by Exhibit "A" attached to and
4 incorporated in this Agreement, for an amount not to exceed Five Hundred
5 Seventy-Four Thousand Two Hundred Seventy-Two Dollars and Fifty-Four Cents
6 (\$574,272.51), including tax, for a period extending until the warranty on the
7 Crawler Dozers expires. To the extent that the CMAS Contract and this
8 Agreement are inconsistent, the following priority shall govern: (1) this Agreement
9 and (2) the CMAS Contract.

10 C. Payment for the two (2) John Deere 850J LGP Crawler
11 Dozers purchased from Contractor by the City shall be made by the City on
12 delivery to and acceptance of the two (2) John Deere 850J LGP Crawler Dozers
13 by the City and submittal of an invoice to the City. Payment is due thirty (30) days
14 after the date of the invoice.

15 D. All warranties shall accrue to the City of Long Beach.

16 E. The parties may, by mutual agreement, amend this
17 Agreement with the approval of the City's City Council.

18 2. Neither this Agreement nor any money that becomes due to
19 Contractor under this Agreement may be assigned by Contractor without the prior written
20 consent of the City Manager or his designee.

21 3. Any notice given under this Agreement shall be in writing and
22 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
23 delivered or mailed to Contractor at the relevant address first stated above, and to the
24 City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.
25 Notice shall be deemed given three days after deposit in the mail.

26 4. The terms appearing on the CMAS Contract are incorporated in this
27 Agreement.

28 5. Contractor shall cooperate with the City in all matters relating to self-

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

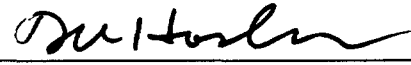
1 accrual of use tax. Contractor shall contact the City Treasurer for additional information
2 regarding self-accrual.

3 6. This Agreement and all documents which are incorporated by
4 reference in this Agreement constitute the entire understanding between the parties and
5 supersede all other agreements, oral or written, with respect to the subject matter of this
6 Agreement. If there is any legal proceeding between the parties to enforce or interpret
7 this Agreement, or to protect or establish any rights or remedies, the prevailing party shall
8 be entitled to its costs and expenses, including reasonable attorney's fees.


9 IN WITNESS WHEREOF, the parties have caused this document to be duly
10 executed with all formalities required by law as of the date first stated above.

BRAGG INVESTMENT COMPANY, INC.
DBA COASTLINE EQUIPMENT
COMPANY, a California corporation

11
12
13 11/18, 2009

By 
Vice President
DEL HOSLER
Type or Print Name

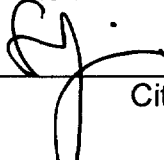
14
15
16 Nov. 18, 2009

By 
Secretary
MARY ANN POOL
Type or Print Name


"Contractor"

CITY OF LONG BEACH, a municipal
corporation Assistant City Manager

17
18
19
20
21 12.9, 2009

By 
City Manager
"City" **EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

22
23
24 This Agreement is approved as to form on 11-30-
25 2009.

26
27
28 ROBERT E. SHANNON, City Attorney
By 
Deputy

SECRETARY CERTIFICATE

DATE: May 14, 1990

The undersigned hereby certifies that she is Secretary of:

Bragg Investment Company, Inc. dba COASTLINE EQUIPMENT CO.

that any one of the Officers of that corporation whose names, titles and signatures follow, have been duly authorized to enter into sales, leases or security agreements on behalf of that corporation for the purchase, lease or financing of machinery and equipment to be used by it in the conduct of its business and the granting of any lien or security interest, to execute all necessary instruments in connection therewith and to take all steps necessary to carry out said transaction, to wit:

<u>George M. Bragg</u>	<u>President</u>	<u>George M. Bragg</u>
Name	Title	Signature

<u>Mary Ann Pool</u>	<u>Secretary/Treasurer</u>	<u>Mary Ann Pool</u>
Name	Title	Signature

<u>Del Hoeler</u>	<u>V.P./Sales Manager</u>	<u>Del Hoeler</u>
Name	Title	Signature

Mary Ann Pool
 Mary Ann Pool, Secretary/Treasurer

EXHIBIT “A”



P. O. Box 22732, Long Beach, CA 90801-5732
 6188 Paramount Blvd., Long Beach, CA 90805 • (562) 272-7400 • (714) 973-9220 • FAX (562) 272-7444
 www.coastlineequipment.com

**A CALIFORNIA MULTIPLE AWARD SCHEDULE PROPOSAL
 (CMAS)**

**CITY OF LONG BEACH
 2600 TEMPLE AVE.
 LONG BEACH, CA 90806
 ATTN: Rollie Harvey**

TWO NEW JOHN DEERE 850J LGP CRAWLER DOZERS

1990T	850J Crawler Dozer	\$277,099.00
0921	John Deere 6090H Tier 3 Engine	00.00
1060	LGP Configuration w/JD 6090HT Tier III Engine	24,486.00
1105	JD Link	00.00
4670	36" Swamp Pads w/Extended Life SC-2 Bushings	8,018.00
5085	Cab w/heater and AC	25,429.00
5885	Air Suspension Seat	1,042.00
7080	152" LGP Semi-U Blade	7,187.00
7725	2 Spool Quick Drop Valve, Outside Dozer	00.00
7925	Standard Hydraulic Pump	00.00
9130	Rotary Ejector Precleaner	930.00
9165	4 Roof Mounted Work Lights	1,161.00
9250	1000 lb. Rear Counterweight	1,856.00
9340	Retrieval Hitch	1,146.00
9380	Optional Rear Wiper	636.00
9500	AM/FM Radio	766.00
9510	Storage Compartment	384.00
AT319102	Reversing Fan Drive Kit	<u>1,406.00</u>
	List Price	\$351,546.00
	Less 27.0% CMAS Discount	<u><94,917.42></u>
	Subtotal	256,628.58

The following are Non Specified Price (NSP) items and must be shown as a separate line item on the Purchase Order:

Installation of AT Kit	\$ 550.00
JD 3,000 hour or 36 Month PT & Hydr. Warranty	3,790.00
OMT224252 Additional Operator's Manual	68.00
PC10009 Parts Manual, CD	120.00
DGDVD05972 Safety Video, DVD	43.00
TM1731 Repair Manual, CD	95.00

CORPORATE HEADQUARTERS
 LONG BEACH
 (562) 272-7400

OXNARD
 (805) 486-2106

SANTA MARIA
 (805) 922-8329

BAKERSFIELD
 (805) 399-3800

LANCASTER
 (661) 946-9999

SANTA ANA
 (714) 265-8500

SYLMAR
 (818) 890-3353

TM1730 Test Manual, CD

333.00

NSP Item Subtotal

\$ 4,999.00

Subtotal (each)

\$261,627.58

Two (2) units

X2

Subtotal

523,255.16

9.75% Sales Tax

51,017.38

GRAND TOTAL

\$574,272.54

F.O.B.

Long Beach, CA

DELIVERY

Approximately 90 days A.R.O.

CMAS Contract #

4-08-23-0023A

Contractor

Coastline Equipment

Term Dates

6/19/08-6/30/13

Contact

Thomas Crebs

Office #

562-272-7400

Email

tcrebs@cox.net



9-4-2009

NOTE:

Please be advised that the State of California charges an Administrative fee directly to the purchasing agency. Complete instructions on the purchasing agency's responsibilities under a CMAS contract may be found at <http://www.pd.dgs.ca.gov/cmas/>.

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. For more information, please visit the CARB website at <http://www.arb.ca.gov/msprog/ordiesel.htm>.



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	[REDACTED]
Printed Name and Title of Person Initialing (for Options 1 or 2)	

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

OR


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

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 Hester 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

**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 and 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 waives 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 (RESO) 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 (RESO) 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)
COASTLINE EQUIPMENT COMPANY
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.

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

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.

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

- 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.

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

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).

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

- 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.

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

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



JOHN DEERE

**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 Sulter
Contract Administrator
Direct Governmental Sales

Business Size: Large

Federal Tax # [REDACTED]

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	44,686
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	116,518
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	20,876
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

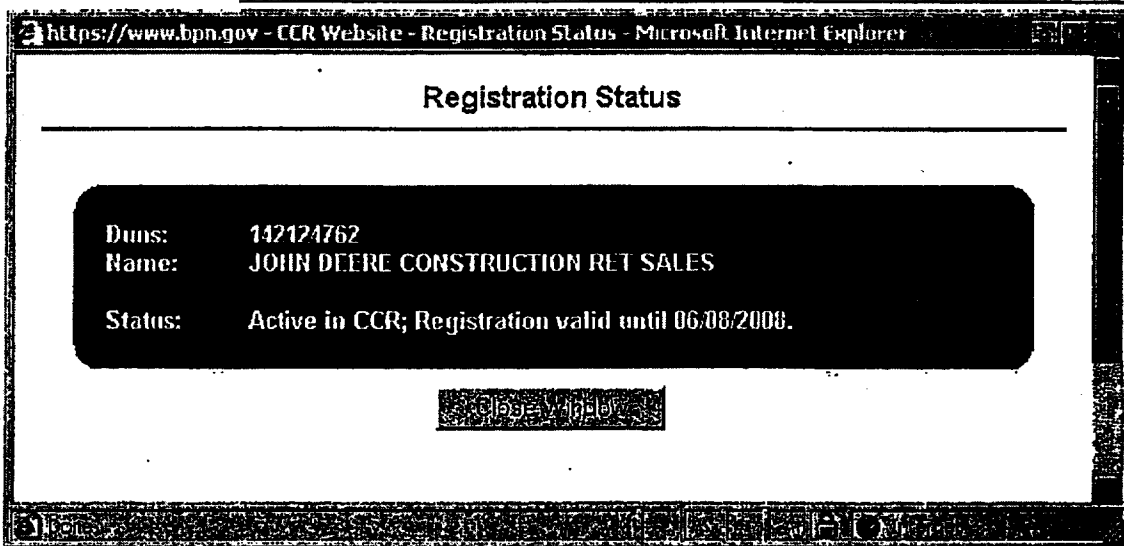


TABLE OF CONTENTS

Item	Page Number
GSA Contract Information Guide.....	1 - 4
Table of Contents	5 - 6
Ordering Information.....	7
Equipment Discounts.....	8
Points of Production	9-10
Delivery Time.....	11
Quantity Discounts	12
Warranty Information.....	13

(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

TABLE OF CONTENTS continued

MOTORGRADER SECTION

670D Motorgrader and Options
672D Motorgrader and Options
770D Motorgrader and Options
772D Motorgrader and Options
870D Motorgrader and Options
872D Motorgrader and Options

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	-\$8,568.00
4280	1	19.5L X 24R 11L X 16F TIRES	-\$99.00
6020	1	REG DIP 4 FUNCTION HYD STD STABILIZERS	\$0.00
5225	1	TWO LEVER CONTROLS	\$0.00
5400	1	LESS BACKHOE COUPLER	\$0.00
5656	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	\$71,985.00
		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	31.20%
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	Liebher 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

GSA

Contract No: GS-30F-00131

Last Updated - 1 April 2008

SIN 271-101

MACHINE MODEL	Temporary Price Reduction (% compared to 10/1/07)	Supplier's Price Code
210LJ	28.20%	12-May-08
310J	38.00%	12-Sep-07
310SJ	38.00%	12-Sep-07
410J	38.00%	12-Sep-07
310SJ TMC	36.15%	1-Jul-08
410J TMC	36.20%	1-Jul-08
710J	38.00%	12-Sep-07
450J	27.00%	12-Sep-07
550J, 850J	25.00%	12-Sep-07
700J	26.81%	12-Sep-07
750J, 850J	26.00%	12-Sep-07
980J	27.00%	12-Sep-07
1050J	27.00%	12-Sep-07
75D	26.16%	12-Jun-08
85D	25.85%	12-Jun-08
120D	28.95%	12-Jun-08
135D	28.00%	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	35.72%	12-May-08
544K	35.51%	12-May-08
624K	36.82%	12-May-08
644K	34.61%	12-May-08
724K	35.78%	12-May-08
744K	31.63%	12-May-08
824K	32.92%	12-May-08
844K	33.84%	12-May-08
670G	32.65%	20-Oct-08
672G	32.90%	20-Oct-08
770G	33.88%	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, 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	1.6%
5-7 Machines	3.60%
8-14 Machines	5%
15-30 Machines	7%