

BILL NO.: 14-0525

ORDINANCE NO.: 14- 0260

INTRODUCED BY: COUNCIL MEMBER (s) Kreitler

1 AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND
2 SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE
3 RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR
4 PROPOSALS FOR TRACTORS EQUIPPED WITH DIAMOND BOOM
5 MOWERS; AND AUTHORIZATION FOR THE COUNTY EXECUTIVE TO
6 EXECUTE ANY NECESSARY AGREEMENTS OR CONTRACTS TO
7 EFFECTUATE THE AWARD OF THE BIDS AND PROPOSALS.

8 **WHEREAS**, Jefferson County, Missouri, (hereafter, the "County") in response to
9 certain Invitations for Bid and Requests for Proposals issued by the County received bids
10 and proposals for the following items or services:

11 BID NAME

12 Tractors Equipped With Diamond Boom Mowers

13 NUMBER OF BIDS RECEIVED

14 2

15 DATE OF BID OPENING

16 4-15-14

17 **WHEREAS**, after reviewing the bids and proposals set forth above, the
18 Department of Public Works has determined that certain bids and proposals represent the

FILED

JUN 02 2014

- 1 lowest and best bid for the respective items or services and met the bid or proposal
- 2 specifications issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best
4 interest of the County to award the bids and proposals to Schweißguth Brothers Inc. for a
5 term from 05-12-14 to 05-11-15 upon approval by the County Council and County
6 Executive for the total amount up to \$182,140.00 subject to budgetary limitations.

7 BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,
8 COUNCIL, AS FOLLOWS:

9 Section 1. The County awards the following bids and proposals which are
10 incorporated by this reference as if fully set out herein, to the lowest and best vendor
11 bidding for each respective item or service as follows:

12 BID NAME

13 Tractors Equipped With Diamond Boom Mo

14 TERM

15 05-12-14 to 05-11-15

16 Upon approval by the County Council and County Executive

17 AMOUNT

18 Up to \$182,140.00

19 subject to budgetary limitations

AWARDED BIDDER

1 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
2 County Executive to execute the agreement incorporated by Reference as Exhibit "A"
3 and any agreements or contracts necessary to effectuate the award of the bids and
4 proposals set forth in this Ordinance. The County Executive is further authorized to take
5 any and all actions necessary to carry out the intent of this Ordinance. An unexecuted
6 copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein, by
7 reference.

8 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
9 thereto, and any contracts or agreements shall be maintained by the Department of the
10 County Clerk consistent with the rules and procedures for the maintenance and retention
11 of records as promulgated by the Secretary of State.

12 Section 4. This Ordinance shall be in full force and effect from and after its
13 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
14 shall not affect the remainder of this Ordinance.

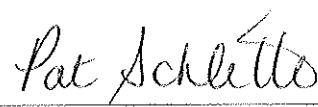
THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Absent</u>
Council Member District 3, Robert Boyer	<u>Yes</u>
Council Member District 4, George Engelbach	<u>Yes</u>
Council Member District 5, Terri Kreitler	<u>Yes</u>
Council Member District 6, Cliff Lane	<u>Yes</u>
Council Member District 7, Kelly Waymon	<u>Yes</u>

THE ABOVE BILL ON THIS 27th DAY OF May, 2014:

✓ PASSED FAILED


Renee Reuter, County Council Chair
Teresa Terri Kreitler, Vice Chair


Pat Schlette, Council Administrative Assistant

THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 27th DAY OF MAY, 2014.

THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY OF , 2014.

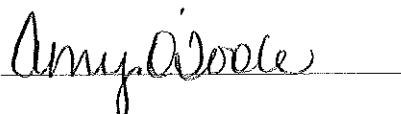


Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:



Wes Wagner
Wes Wagner, County Clerk

BY: 

First Reading: 05-27-2014



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

EXHIBIT

A

**Invitation for Bid: TRACTORS EQUIPPED WITH
DIAMOND BOOM MOWERS**

Date Issued: 3-13-14

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 15, 2014, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

DAVID MIKUSCH
Department of Fleet
636-797-6017
dmikusch@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5382

**Mail (3) Three
Complete Copies
With Vendor And
Bid Information As
Shown In Sample:**

SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED BID: (BID NAME)

**Contract Term:
UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

SCHWEISSEGUTH PROS INC BURT SCHWEISSEGUTH
Company Name Authorized Agent (Print)

P.O. Box 7

Address

Signature

DUTCHMAN, MO 63342

Corp Sec.

Title

City/State/Zip Code

636-433-2256

4/3/2014

43-0893927

Telephone #

Date

Tax ID #

B.SCHWEISSEGUTH@YAHOO.COM

E-mail

636-433-5125

Fax #

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REQUIRED DOCUMENTS*

Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.

(County must be added as additional insured if awarded)

Bid deposits/bonds must be in the exact amount as stipulated in the bid.

Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)

Obtain receipts at <http://jeffersonmo.devnetwedge.com>

Or

A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).

Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).

***BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

1.0 BID REQUIREMENTS
Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS" 

1.1 BID SUBMISSION:
Submit bid form in triplicate (three copies) with specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

1.2 BASIS OF BID AWARD:
Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

1.3 BID AWARD:
It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

1.4 BID PREPARATION:

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder's risk.
2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:
Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

1.6 LATE BIDS:
It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

1.7 BID DEPOSITS/BONDS:
Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

1.8 MATERIAL AVAILABILITY:
Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

1.9 ALTERNATE BIDS:
Alternate Bids for items will be accepted except when stated "NO SUBSTITUTIONS". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

1.10 INCORPORATION OF DOCUMENTS:

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

1.11 ADDENDA:

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5382, or by reviewing the County Web Site. (www.jeffcomo.org).

1.12 INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. Required Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. Required Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. Required Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

1.13 BID SUBMISSIONS

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

1.14 BID OPENINGS

Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

1.15 BID TABULATIONS

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, www.jeffcomo.org. **NO COPIES** of bid tabulations are sent to vendors.

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

2.2 TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective Bidder is required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devenetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

2.4 PRICE:

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.



2.6 NON-EXCLUSIVE AGREEMENT:
The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

2.7 DEFINITIONS:

- A. The term "County" means the Jefferson County, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:
Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

2.9 WARRANTY:
Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

2.10 PAYMENT:
County will pay Supplier for goods upon delivery to, submission of certified invoices with attached tipping fee receipts and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

2.11 CHANGE ORDER:
County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

2.12 DELIVERIES:
Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

2.13 RESPONSIBILITY FOR SUPPLIES:
Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

2.14 SUBCONTRACTS:
Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

2.15 CHOICE OF LAW:

This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

2.16 TERMINATION:

A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.

B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.

C. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid.** Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

D. Default: County may terminate the whole Contract or any part in either of the following circumstances:

D-1. If supplier fails to deliver the items required by the contract within the time specified; or

D-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.

D-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

2.17 NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

2.18 CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

2.19 COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

2.20 **ACTS OF GOD:**
No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

2.21 **SELLER'S INVOICES:**
Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

2.22 **APPROVAL:**
It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.

2.23 **RENEWAL OPTION:**
The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

Indicate: Individual: Partnership: Corporation.

2.24 **INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Incorporated in the State of MISSOURI.

2.25 **LITIGATION:**
This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

2.26 **LANGUAGE:** Bids and all related documents will only be accepted in the English Language.



AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now SCHWEISSENGUTH BROS., INC. (Name of Business Entity Authorized Representative) as CORPORATE SECRETARY (Position/Title) first being duly sworn on my oath, affirm SCHWEISSENGUTH BROS., INC. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to TRACTOR WI BID MOUNT BID (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that SCHWEISSENGUTH BROS. INC. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to TRACTOR WI BID MOUNT BID (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

JEFFERSON COUNTY, MO BID DATE 3-13-14

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Bert Schweisenguth
Authorized Representative's Signature

BERT SCHWEISSENGUTH
Printed Name

CORPORATE SECRETARY
Title

4/14/2014
Date

Subscribed and sworn to before me this 14th of April, 2014. I am

14th
(DAY)

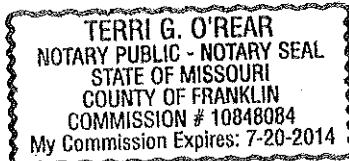
April, 2014
(MONTH, YEAR)

commissioned as a notary public within the County of Franklin, State of Missouri, (NAME OF COUNTY)

Missouri and my commission expires on 7-20-14.
(NAME OF STATE) (DATE)

Terri G. O'Rear
Signature of Notary

4-4-14
Date



AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that SILVERSPRING PCS, INC. (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Burt Klemensky

Authorized Business Entity
Representative's Name
(Please Print)

**Authorized Business Entity
Representative's Signature**

SCHWEISSEY III BLOD IRK

Business Entity Name

4/14/2014

Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

Enroll and participate in the E-Verify federal work authorization program
(Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

11 Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

SPECIFICATIONS

Request for Bid:

The purpose of this bid is to purchase (2) Tractors Equipped with Diamond Boom Mowers for use by the Jefferson County Highway Department.

Tractor Specifications:

John Deere 6105 M CAB Tractor to include ALL standard features plus these options:

- 0512 Standard cab plus
- 1437 Power Quad Plus 16F/16R transmission
- 6022 Adjustable 2WD front axle
- 6151 ~~16~~ 16 front tires *CASE 6051 15 10.00-16 10P7*
- ~~5190~~ 18.4 R 30 rear tires
- 8247 Deluxe Radio
- 878J Vandal protection package
- 8725 Beacon light
- 8782 Back up alarm
- DLR1 Block heater
- AL204297 Backrest extension, telescopic

Tractor must have rear mount PTO driven pump and must have 8 lug 8 position rear wheels, not rack and pinion.

Left rear tire should also be filled with calcium chloride.

Mower Specifications:

Each tractor to be equipped with a 21'11" Diamond Boom Mower Model # DB-50C. Mower must include mainframe, reservoir, pump, hoses, lift valve, cable controls, hydraulic oil, polycarbonate lexon window for safety on right side of cab and a 50 inch brush head.

Total Cost Per Unit \$ 91020⁰⁰

Total Cost For Two Units \$ 182140⁰⁰

BID BOD 7/1 5/12014

\$159,940

TRADE DIFFERENCE

Bid should also include the trade in of the following:

DELIVERY 120-140 DAYS A.R.O.

Jeffco Unit #	Year	Brand	Description	Serial#	Trade In Cost
5001311	2001	John Deere	Boom Mower	L06410S293281	\$ <u>11,100⁰⁰</u>
5001511	2001	John Deere	Boom Mower	L06410S293280	\$ <u>11,100⁰⁰</u>

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2014:

SCHWEISSGUTH BROS., INC.
Company Name

Bud Schweissguth
Signature
Bud Schweissguth
Print

County of Jefferson, State of Missouri

Kenneth B. Waller
Kenneth B. Waller County Executive

Company Address: _____

P.O. Box 7
Darrow, MO 63342

Phone: 636-433 2256

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Dorothy Stayton
County Auditor

APPROVED AS TO FORM

FLHR
County Counselor

BA
Bidder's Initials:



JOHN DEERE

ALTERNATE

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Schweissguth Brothers, Inc.
14400 State Hwy Tt
Dutzow, MO 63342
636-433-2256

Quote Summary

Prepared For:

Jefferson County Purchasing
Po Box 100
729 Maple St
Hillsboro, MO 63050

Delivering Dealer:

Schweissguth Brothers, Inc.
Burt Schweissguth
14400 State Hwy Tt
Dutzow, MO 63342
Phone: 636-433-2256
bschweissguth@yahoo.com

State Contract Purchase Proposal:

This sale is a piggy back of Oklahoma state contract SW190. As such it would be a direct purchase from John Deere Company with Schweissguth Bros., Inc., Dutzow, Mo as the delivering and servicing dealer. This sale subject to acceptance by John Deere Company.

Delivery is 120-150 days ARO.

This price is good only until May 15, 2014.

Quote ID: 9401196
Created On: 25 March 2014
Last Modified On: 04 April 2014
Expiration Date: 15 May 2014

MADE DIFFERENCE ON PAGE 2

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 6105M Cab Tractor	\$ 111,256.00	\$ 92,870.72 X	1 =	\$ 92,870.72
Contract: MO OK Piggyback_SW190				
Price Effective Date: April 4, 2014				
JOHN DEERE 6105M Cab Tractor	\$ 111,256.00	\$ 92,870.72 X	1 =	\$ 92,870.72
Contract: MO OK Piggyback_SW190				
Price Effective Date: April 4, 2014				

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:
Schweissguth Brothers, Inc.
14400 State Hwy Tt
Dutzow, MO 63342
636-433-2256

Equipment Total	Qty	Each	Extended
Trade In Summary			
2001 JOHN DEERE 6410 TRACTOR - LO6410S293281	1	\$ 13,500.00	\$ 13,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 13,500.00
 2001 JOHN DEERE 6410 TRACTOR - LO6410S293280	1	\$ 13,500.00	\$ 13,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 13,500.00
 Trade In Total			\$ 27,000.00
* Includes Fees and Non-contract items			
Quote Summary			
Equipment Total			\$ 185,741.44
Trade In			\$ (27,000.00)
SubTotal			\$ 158,741.44
Total			\$ 158,741.44
Down Payment			(0.00)
Rental Applied			(0.00)
Balance Due			\$ 158,741.44

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment

Quote Id: 9401196

Customer Name: JEFFERSON COUNTY PURCHASING

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:
Schweissguth Brothers, Inc.
14400 State Hwy Tt
Dutzow, MO 63342
636-433-2256

JOHN DEERE 6105M Cab Tractor

Contract: MO OK Piggyback_SW190
Price Effective Date: April 4, 2014

Suggested List *
\$ 111,256.00
Selling Price *
\$ 92,870.72

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
00N2L	6105M Cab Tractor	1	\$ 88,745.00	23.00	\$ 20,411.35	\$ 68,333.65	\$ 68,333.65
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0512	Standard Cab Plus	1	\$ 1,869.00	23.00	\$ 429.87	\$ 1,439.13	\$ 1,439.13
878J	Vandal Protection Package	1	\$ 330.00	23.00	\$ 75.90	\$ 254.10	\$ 254.10
878S	Cup Holder	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1002	Series Tractor	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1437	PowerQuad PLUS 16F/16R Transmission with Left Hand Power Reverser (19 mph/30 kmh)	1	\$ -1,813.00	23.00	\$ -416.99	\$ -1,396.01	\$ -1,396.01
2051	Standard Cab	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2127	Basic Spec Seat with Air Suspension	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirrors Manually Adjustable and Telescopic- LH & RH	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2557	Air Conditioning	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2631	Panorama Windshield with RH Door	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
3232	Load Sensing Constant Flow Hydraulic System: 21.1 GPM (80 L/min), 35cc	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
3304	1 SCV Mechanical (2 Detent-200 Series) with Standard Couplers	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
3820	Rear Independent 540/1000 RPM PTO	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
4121	Two Telescopic Draft Links 3N/2	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE

Selling Equipment

Quote Id: 9401196

Customer Name: JEFFERSON COUNTY PURCHASING

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:
Schweissguth Brothers, Inc.
14400 State Hwy Tt
Dutzow, MO 63342
636-433-2256

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
4213	Center Link with Ball End - Category 3	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
4410	Sway Control Blocks	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
5031	Flanged Axle, 8 Position Adjustable Steel Wheels	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
5190	18.4R30 In. 142A8 R1W Radial (460/85R30 In. 145A8 R1W Radial)	1	\$ -6.00	23.00	\$ -1.38	\$ -4.62	\$ -4.62
5999	No Tire Brand Preference	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
6022	Adjustable 2WD Front Axle (60.4 In-80.4 In)	1	\$ -8,398.00	23.00	\$ -1,931.54	\$ -6,466.46	\$ -6,466.46
6151	10.00-16 In. 10PR F2 Bias	1	\$ -2,240.00	23.00	\$ -515.20	\$ -1,724.80	\$ -1,724.80
6799	No Tire Brand Preference	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
7702	Preparation for Shipping	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8224	7-Pin Signal Interface Socket	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8230	Inner Rear View Mirror	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8240	Power Outlet Socket	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8247	Deluxe Radio	1	\$ 324.00	23.00	\$ 74.52	\$ 249.48	\$ 249.48
8250	Speaker & antenna installation	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8278	Sun Visor	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8281	Rear Window Wiper & Washer	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8300	Cold Start Package I	1	\$ 309.00	23.00	\$ 71.07	\$ 237.93	\$ 237.93
8434	Swinging Drawbar with Hammerstrap	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8446	Remote Rear Hitch Control LH & RH	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8725	Beacon Light	1	\$ 201.00	23.00	\$ 46.23	\$ 154.77	\$ 154.77
8762	No Handbrake	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8782	Back-Up Alarm	1	\$ 461.00	23.00	\$ 106.03	\$ 354.97	\$ 354.97
Standard Options Total			\$ -8,963.00		\$ -2,061.49	\$ -6,901.51	\$ -6,901.51
Dealer Attachments/Non-Contract/Open Market							
AL204297	Backrest Extension, Telescopic	1	\$ 154.00	23.00	\$ 35.42	\$ 118.58	\$ 118.58



JOHN DEERE

Selling Equipment

Quote Id: 9401196

Customer Name: JEFFERSON COUNTY PURCHASING

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John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

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TO DELIVERING DEALER:
Schweissguth Brothers, Inc.
14400 State Hwy T
Dutzow, MO 63342
636-433-2256

Woody's	Diamond DBR050-C-A boom mower	1	\$ 31,320.00	0.00	\$ 0.00	\$ 31,320.00	\$ 31,320.00
	Dealer Attachments Total		\$ 31,474.00		\$ 35.42	\$ 31,438.58	\$ 31,438.58
	Suggested Price						\$ 92,870.72
Total Selling Price			\$ 111,256.00		\$ 18,385.28	\$ 92,870.72	\$ 92,870.72

JOHN DEERE 6105M Cab Tractor

Contract: MO OK Piggyback_SW190

Suggested List *

\$ 111,256.00

Price Effective Date: April 4, 2014

Selling Price *

\$ 92,870.72

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
00N2L	6105M Cab Tractor	1	\$ 88,745.00	23.00	\$ 20,411.35	\$ 68,333.65	\$ 68,333.65
Standard Options - Per Unit							
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1002	Series Tractor	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1437	PowrQuad PLUS 16F/16R	1	\$ -1,813.00	23.00	\$ -416.99	\$ -1,396.01	\$ -1,396.01
	Transmission with Left Hand Power Reverser (19 mph/30 kmh)						
2051	Standard Cab	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2127	Basic Spec Seat with Air Suspension	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirrors Manually Adjustable and Telescopic- LH & RH	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2557	Air Conditioning	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2631	Panorama Windshield with RH Door	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE

Selling Equipment

Quote Id: 9401196

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Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
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3304	1 SCV Mechanical (2 Detent-200 Series) with Standard Couplers	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
3820	Rear Independent 540/1000 RPM PTO	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
4121	Two Telescopic Draft Links 3N/2	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
4213	Center Link with Ball End - Category 3	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
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7702	Preparation for Shipping	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8224	7-Pin Signal Interface Socket	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8230	Inner Rear View Mirror	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8240	Power Outlet Socket	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8247	Deluxe Radio	1	\$ 324.00	23.00	\$ 74.52	\$ 249.48	\$ 249.48
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8278	Sun Visor	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8281	Rear Window Wiper & Washer	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8300	Cold Start Package I	1	\$ 309.00	23.00	\$ 71.07	\$ 237.93	\$ 237.93
8434	Swinging Drawbar with Hammerstrap	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE

Selling Equipment

Quote Id: 9401196

Customer Name: JEFFERSON COUNTY PURCHASING

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
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Schweissguth Brothers, Inc.
14400 State Hwy Tt
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636-433-2256

8446	Remote Rear Hitch Control LH & RH	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8725	Beacon Light	1	\$ 201.00	23.00	\$ 46.23	\$ 154.77	\$ 154.77
8762	No Handbrake	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8782	Back-Up Alarm	1	\$ 461.00	23.00	\$ 106.03	\$ 354.97	\$ 354.97
Standard Options Total			\$ -8,963.00		\$ -2,061.49	\$ -6,901.51	\$ -6,901.51
Dealer Attachments/Non-Contract/Open Market							
AL204297	Backrest Extension, Telescopic	1	\$ 154.00	23.00	\$ 35.42	\$ 118.58	\$ 118.58
Woodys	Diamond DBR050-C-A boom mower	1	\$ 31,320.00	0.00	\$ 0.00	\$ 31,320.00	\$ 31,320.00
Dealer Attachments Total			\$ 31,474.00		\$ 35.42	\$ 31,438.58	\$ 31,438.58
Suggested Price							
Total Selling Price					\$ 18,385.28	\$ 92,870.72	\$ 92,870.72
111,256.00							

SPECIFICATIONS 21 FOOT STD SIDE FOLD BOOM MOWER

SPECIFICATIONS REQUIRED	COMPLY (Yes/No)	DEVIATIONS/EXCEPTIONS/COMMENTS
General It is the purpose of the following specifications to describe a self-propelled, hydraulically driven, boom type mower, which shall mow forward and right of the right rear tire, and extend by means of an articulated, two-section boom. This unit shall be constructed to receive any of our listed boom head options. The unit shall be of the manufacturer's current production model, meeting or exceeding the terms of these specifications. Unit(s) shall be the manufacturer's most heavy-duty model available. The manufacturer shall furnish parts and operation manuals for the unit(s) bid. The manufacturer shall also guarantee equipment against defects in workmanship and materials for a period of (1) year.		
BOOM SPECIFICATIONS		
• Mainframe of mower is properly braced to rear axle and front axle housing to absorb side torque and impact of severe applications.		
• A hardened plain bearing having not less than 37 inches ² of bearing surface shall support the boom. The base plate shall have an integral swing cylinder attachment point and be constructed of not less than 1" thick and 100,000 psi (T1) steel.		
• Boom swivel bracket shall be triple anchored with 1" thick T-1 steel. All (3) anchors shall have 360° grease groove hardened spring steel replaceable split bushings. All (3) anchors shall each be equipped with a grease zerk.		
• Wheel weight shall weigh not less than 1,400 lbs, mounted on the left rear wheel (specifically excluding frame mounted weight.)		
• Inner boom structural tube shall not have less than the following sectional properties: Torsional 74.9" ⁴ Bending (Horizontal) 60.1" ⁴ Bending (Vertical) 23.8" ⁴ . Inner boom shall be constructed of 8"x6"x1/4" steel tube, and reinforced with not less than 3/8", T1 steel.		
• Outer boom structural tube shall not have less than the following sectional properties: Torsional 25.0" ⁴ Bending (Horizontal) 22.1" ⁴ Bending (Vertical) 11.7" ⁴ . The outer boom shall be constructed of 6"x4"x1/4" steel tube and reinforced with not less than 3/8", T1 steel.		
• Boom dimensions are measured from ground level and the tractor's centerline, and is based on a 50" boom head. Boom reach-out (B) is 21' 11", boom reach-in (D) is 6' 2", boom height (A) is 19' 3", boom Depth (C) is 14'. Boom reach, height, and depth may vary depending upon tractor and/or tire configuration.		

SPECIFICATIONS 21 FOOT STD SIDE FOLD BOOM MOWER

SPECIFICATIONS REQUIRED	COMPLY (Yes/No)	DEVIATIONS/EXCEPTIONS/COMMENTS
<ul style="list-style-type: none"> A Polycarbonate lexan window shall be installed to provide safety protection for the operator. It can be installed in place of, or over the glass, or attached to a frame on the right side of the cab windows. 		
HYDRAULIC CYLINDERS		
<ul style="list-style-type: none"> Boom shall have a hydraulically operated maneuvering cylinder for horizontal movement of the cutter head. Cutter head shall have the capability of moving 26° forward and 28° rearward with limited relief protection (Optional swivel actuator with 90° movement forward and rearward and break away feature available.) 		
<ul style="list-style-type: none"> All cylinder mountings shall have replaceable, hardened bushings, of the grease-able type. 		
<ul style="list-style-type: none"> All cylinders are heavy duty industrial type, nitro steel rod welded. 		
<ul style="list-style-type: none"> Secondary boom cylinder shall have a spherical bearing on the rod end. 		
<ul style="list-style-type: none"> Hydraulic lift cylinders shall be mounted on the top of the boom arms. 		
<ul style="list-style-type: none"> Boom shall have (2) double acting hydraulic cylinders, and (1) single acting hydraulic cylinder with accumulator. 		
HYDRAULIC SYSTEM		
<ul style="list-style-type: none"> Lift control valves shall be (4) tapered spools of the metering type, equipped with (8) pilot pressure reliefs (Note: Optional (4) spool, non-proportional, single function, electronic joystick and manual override at operators position, or Optional (5) tapered spools, metering type, or electronic joystick with a 4/5-bank electro-hydraulic proportional, load sensing, and manual override at operators position.) 		
<ul style="list-style-type: none"> Hydraulic oil reservoir shall have a minimum capacity of 65 gallons. 		
<ul style="list-style-type: none"> Hydraulic oil reservoir shall be filled to a maximum of 52 gallons. 		
<ul style="list-style-type: none"> Hydraulic oil reservoir shall have a minimum of one fill sight glass. 		
<ul style="list-style-type: none"> Hydraulic oil reservoir system shall be used as the power source for rotary cutting head. 		
<ul style="list-style-type: none"> Hydraulic oil reservoir shall have a filter with 10 micron element, 75 gpm rated. 		
<ul style="list-style-type: none"> Hydraulic oil reservoir shall have a restriction gauge visible to the operator. 		
<ul style="list-style-type: none"> Hydraulic oil suction shall be an unrestricted 1.5" ID (specifically excluded shall be the suction filter and screens.) 		
<ul style="list-style-type: none"> Hydraulic oil pressure and return system hoses shall be 1" ID high pressure unrestricted. Hoses shall have a burst pressure 4x working pressure. 		
<ul style="list-style-type: none"> Hydraulic oil pressure, return, and lift system steel hydraulic lines shall be mounted at the rear of the boom arms. 		
<ul style="list-style-type: none"> Wire braid reinforced hydraulic lines shall be used at all flexible positions on the boom arm (hydraulic hoses/tubing shall not be allowed inside boom arms.) 		
<ul style="list-style-type: none"> Pump drive shaft attached to tractor crankshaft or PTO drive shall have a rating of not less than 180 hp. 		
<ul style="list-style-type: none"> Pump drive shaft powers hydraulic pump for power to hydraulic motor. 		
<ul style="list-style-type: none"> Hydraulic pump and motor shall be gear type with cast steel housing and steel gears (specifically excluded shall be aluminum pumps, motors, and aluminum gears.) 		
<ul style="list-style-type: none"> Hydraulic pump shall have a rating of 98 hp (input.) 		
<ul style="list-style-type: none"> Hydraulic oil to the power center head shall not pass through a restriction causing valve while operating the cutting head. 		
<ul style="list-style-type: none"> Main hydraulic control valve shall be non-restrictive, electric solenoid type, with starter lockout switch (Optional hydraulic brake available.) 		
<ul style="list-style-type: none"> Hydraulic valve shall not cause restriction to generate drift while in the off position. 		
<ul style="list-style-type: none"> Tractor's hydraulic system shall supply oil for the mower's lift system. 		

Specifications are subject to change without notice

BOOM HEAD SPECIFICATIONS

SPECIFICATIONS BOOM 40" ROTARY MOWER HEAD

SPECIFICATIONS REQUIRED	COMPLY (Yes/No)	DEVIATIONS/EXCEPTIONS/COMMENTS
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SPECIFICATIONS BOOM 50" ROTARY MOWER HEAD

SPECIFICATIONS REQUIRED	COMPLY (Yes/No)	DEVIATIONS/EXCEPTIONS/COMMENTS
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General

It is the purpose of the following specifications to describe a self-propelled, hydraulically driven, boom type, rotary mower, which shall mow forward and right of the right rear tire, and extend by means of an articulated, two-section boom. The unit shall be of the manufacturer's current production model, meeting or exceeding the terms of these specifications. Unit(s) shall be the manufacturer's most heavy-duty model available. The manufacturer shall furnish parts and operation manuals for the unit(s) bid. The manufacturer shall also guarantee equipment against defects in workmanship and materials for a period of (1) year.

SAFETY SPECIFICATIONS

- Unit shall meet or exceed the following industry standards: SAE J232, J115, J517, J920, J1150, J1170. ANSI/ASAE S441.1, EP363.1, S390.1, S203.13, S217.11, S278.6, S318.14, S483. ASTM A370. A compliance report shall be available upon request.

CUTTING HEAD

- Cutting width shall be 50" of actual cut.
- Cutting head deck shall be 11 gauge, 110,000 psi rated Domex steel housing with 3/8" thick, 80,000 psi minimum rated steel side walls, with full length replaceable skid shoes on inner and outer ends.
- Cutting head shall have 435° of combined rotation.
- Cutting head shall weigh not less than 831 lbs.
- Cutting head shall have a spring loaded, retractable shield for deflecting debris as well as protection from knife blades. (Optional: hydraulically operated shield actuated by a 2" X 8" cylinder, controlled from within the cab.)
- Cutting assembly shall be rotary, and hydraulically driven.
- Hydraulic motor shall have a rating of 99 hp.
- Cutting head shall be attached to the spindle by (6), 5/8" grade-8 bolts with tapered bolt protector.
- Cutting assembly shall be a 23.25" solid 1" thick steel disk with (3) radial cutouts, and (3) case hardened, threaded inserts welded into place (Optional: heavy duty cutting assembly shall include (2) 4" diameter hardened weld in blade bolt inserts in a 27.25" solid 1" thick steel elliptical disk with 3/4" thick full length bolt protector.)

- Cutting assembly shall accommodate (3) 5/8"x5"x17-3/16" 360° swinging, single edged, brush or grass suction knives, attached to the dish with hexagonal blade bolts, castle nuts, and roll pins. (Optional: heavy duty cutting assembly shall accommodate (2) 3/4"x6"x17-1/4" 360° swinging, single edged, brush knives, attached to the dish with larger, extra-heavy duty blade bolts that are 1.75" shanked, 5 5/8" shouldered, with key-way.)

SPINDLE

- Spindle shall be one piece 8630 steel, mounted in straight FAG roller bearings.
- Spindle for power to cutting assembly shall be 6.5" in diameter at its largest area x 13" long, with bearing diameter of 2.755" with a minimum of 4.5" between bearing centers.
- Spindle shall be direct coupled with a splined end.
- Spindle housing shall be attached to the cutting head so as to absorb 240,000 lbs of shear strength, and distribute this load over an area of 169 inches².
- Minimum spindle speed is 1,500 rpm.

Diamond Mowers Inc. Limited Warranty

THE COMPANY MAKES NO WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN AND THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALSO IN LIEU OF ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE COMPANY.

Diamond Mowers, Inc. 27134 Parklane Drive, Sioux Falls, South Dakota, ("Diamond") warrants, to the original retail customer ("Retail Customer") who purchases new **Diamond** equipment from an authorized **Diamond** dealer ("Dealer"), that new **Diamond** equipment is to be free of material defects in material and workmanship. Any part of said equipment that in **Diamond**'s judgment, shows evidence of such defects will be repaired or replaced without charge, provided that the failure of any such part(s) shall have occurred within twelve (12) months from the date of delivery of said equipment to the Retail Customer. Expendable components including but not limited to knives, oil, chain sprockets, skid shoes, knife mounting disks and the like are excluded from this warranty.

The Retail Customer must pay the transportation cost to and from the **Diamond** Dealer's service shop for warranty service. Warranty service will be performed by the **Diamond** Dealer from who the equipment was purchased, in the Dealer's service shop, and during the Dealer's regularly scheduled days and hours of operation.

All **Diamond** obligations under this warranty shall be terminated if the equipment is modified or altered in any way not approved in writing by **Diamond**, if repair parts other than genuine **Diamond** repair parts have been used, or if the equipment has been subject to misuse, neglect, accident, damage, improper or insufficient maintenance, or improper operation. This warranty does not apply to, nor shall **Diamond** be responsible for, normal wear and tear or normal maintenance of **Diamond** equipment.

Diamond reserves the right to make changes in design or specifications at any time without incurring any obligation to owners of equipment previously sold.

No person or entity, including, without limitation, the Dealer or any agent or employee of the Dealer, has authority to alter, add to, or waive the above warranty which are agreed to be the only warranties, representations or promises, expressed or implied regarding the equipment. In no event will **Diamond** be liable for incidental or consequential damages or injuries, including, but not limited to, loss of profits, rental of substitute equipment, or other commercial loss.

THE RETAIL CUSTOMER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON **DIAMOND EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE.** For warranties to be honored, the warranty registration must be filled out and mailed to **Diamond Mowers Inc.** within 30 days from date of delivery.

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

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

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

AGRICULTURAL EQUIPMENT		WARRANTY TERM
Tractors		24 Months or 2000 Hours, Whichever Comes First
Tractors used in Earthmoving Applications (except those specific models and configurations approved by John Deere as having a two year warranty in scraper applications)		90 Days
Scrapers		6 Months
Frontier™ Equipment CR14, LL13, LL14, and DH44 Series		6 months in Agricultural or Residential-Personal Use, 90 Days in Any Other Application
Frontier™ Equipment Snow blowers SB12 and SB13 series		12 months
Other Frontier™ Equipment		12 months in Agricultural or Residential-Personal Use, 90 Days in Any Other Application
Sugar Cane Harvesters and Loaders		12 months or 1500 hours, whichever comes first
All other Equipment (includes Ag Management Solutions (AMS) products)		12 Months
Premium Balers		24 Months or 12,000 bales, Whichever Comes First; First 12 Months, No Bale Limitation
Engines in Self-Propelled Equipment except Tractors*		24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered in months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.		
TURF & UTILITY EQUIPMENT		WARRANTY TERM
1) Z200 Series and Z425 EZtrak™ Mowers, LA100 and D100 Series Tractors **		24 Months or 120 Hours, Whichever Comes First
2) X300 Series Tractors; Z445 and Z465 EZtrak Mowers		48 Months or 300 Hours, Whichever Comes First
3) X600 Series Tractors; Z600 Series Residential EZtrak Mowers **		48 Months or 500 Hours, Whichever Comes First
4 X700 Series Tractors **		48 Months or 700 Hours, Whichever Comes First
5) JS Series Residential Walk-Behind Mowers		24 Months in Private Residential – Personal Use or 90 Days in Any Other Application
6) Wide Area Mowers, Front Mower Traction Units (with diesel or 20 HP and above engines), QuikTrak™ Mowers, Commercial Walk-Behind Mowers (32" or larger), and 7-IRON™ Mower Decks		24 Months
7) Z900B Series and Z900M Series ZTrak Mowers		36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
8) Z997, Z900A Series and Z900R Series ZTrak Mowers		36 Months or 1500 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
9) Compact Utility Tractors		24 months or 2000 hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)		36 months or 2000 hours, Whichever Comes First
10) GATOR™ Utility Vehicles (except CX and RSX)		12 Months or 1000 Hours, Whichever Comes First
11) RSX Series Utility Vehicles		6 months
12) Implements; Attachments sold separately and attachments used on Equipment listed in 6 through 10		12 Months
13) CX GATOR™, WE80 and WE85 Walk Behind Mowers, All other Turf & Utility Equipment		24 Months in Private Residential – Personal Use or 12 Months in Any Other Application

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

C. (I) ITEMS COVERED SEPARATELY – (1) Tires and batteries are warranted under separate warranty documents provided with each product; (2) Non-John Deere engines in self-propelled Forage Harvesters, other than model 7950, and windrowers are warranted separately by their respective manufacturer; (3) John Deere is not responsible for Yanmar fuel injection pumps and nozzles during the original manufacturer's warranty period. When the pump manufacturer's warranty is less than the engine warranty, John Deere will provide warranty during the remainder of the original engine warranty term; (4) John Deere Hand Held-Portable products are covered by a separate warranty; (5) When applicable, a separate emissions warranty statement will be provided by Selling Dealer. (6) John Deere Walk-Behind Snowblower equipment is warranted under a separate warranty. (7) Series 3500 and 5500 rubber tracks are warranted in agricultural use on a pro-rated basis based on wear and age for 48 months or 4000 hours and 24 months or 2000 hours in other applications.

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

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

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

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

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

Manufacturer	John Deere
MODEL	6105M
SERIAL NUMBERS	---
Official Test	
Nebraska Test number	Nebraska OECD Tractor Test 2076 - Summary 892
Engine	
Manufacturer	John Deere 4.5L
Engine family	PowerTech PVX
Aspiration	---
Cylinders/Displacement, cu. in. (L)	Variable Geometry
Cylinder Liners	Turbocharger with
Fuel tank capacity, US Gal. (L) (Open; Cab)	Intercooler and Cooled
Standard	Exhaust Gas
Optional	4/276 (4.5)
Underhood muffler	Wet
Performance	
Advertised PTO hp (kW) @ Rated rpm	---
Official PTO hp (kW) @ Rated rpm	58 (220)
@ Standard PTO @ Eng rpm	86 (64) @ 2100 per SAE
Maximum @ Eng rpm	87.83 @ 2101 per SAE
Advertised Engine hp (kW) @ Rated speed	PTO hp
Max Unballast Drwbr hp (kW) @ Eng rpm	65.49 @ 2101 per SAE kW
Maximum Torque (PTO) @ rpm, lb-ft (Nm)	96.86 (72.23) @ 1962 per
Max Torque Rise (80% rtd spd) @ Eng rpm	SAE rpm
Maximum Torque Rise % (PTO) @ Eng rpm	99.07 (73.87) @ 1852 per
Fuel Use, U.S. gal./hr & hp hr/gal. at:	SAE rpm
PTO @ Rated Eng rpm	105 (78) @ 2100 per ISO
Standard PTO Speed @ Eng speed	97/68/EC
Maximum PTO Power @ Eng rpm	90.25 @ 1850 per SAE hp
Maximum Engine Power @ Eng rpm	67.30 @ 1850 per SAE kW
Max Unballasted Drawbar Power @ Eng rpm	333 @ 1401 lb-ft
75% Load, Full Engine rpm (Unballasted)	452 @ 1401 Nm
75% Load @ Reduced rpm (Unballasted)	38.0% @ 1681 rpm
Transmission	51.7% @ 1401 rpm
Std. Transmission; Forward/Reverse	5.65 (21.37) & 15.56
Opt. Transmission; Forward/Reverse	(3.06) @ 2101
Reverser	5.79 (21.93) & 16.72
On-the-Go Shifting (Yes/No/Partial)	(3.29) @ 1962
Clutch; Wet/Dry	5.81 (21.99) & 17.05
Creeper	(3.36) @ 1852
	5.68 (21.50) & 14.45
	(2.85) @ 2100
	5.83 (22.10) & 15.47
	(3.05) @ 1850
	4.98 (18.85) & 13.00
	(2.56) @ 2194
	4.44 (16.80) & 14.61
	(2.88) @ 1601

Power Take-Off (PTO)

Standard	Independent 540/1000 RPM, 1-3/8 in.
Optional	Independent 540 RPM
PTO Speeds @ Engine rpm	540 @ 1967 or 1000 @ 1962
PTO Actuation	Electrohydraulic
Hydraulics	
Type	Pressure Compensated (PC) System with Load Sensing Function
Pump Rated Output, GPM (L/min.)	---
Standard	21.1 (80)
Optional	30 (114)
Rated Flow @ One SCV, GPM (L/min.)	22.1 U.S. gpm Std. 45 cc Pump; 30.5 U.S. gpm Opt. 60 cc Pump gpm 83.8 L/min Std. 45 cc Pump; 115.3 L/min Opt. 60 cc Pump L/min 22.2 U.S. gpm Std. 45 cc Pump; 30.5 U.S. gpm Opt. 60 cc pump gpm 84.0 L/min Std. 45 cc Pump; 115.6 L/min Opt. 60 cc pump L/min
Max Output @ SCV Couplers, GPM (L/min.)	2900 psi 20000 kPa
Maximum Operating Pressure, psi (kPa)	34.8 Std. Pump and 45.4 Opt. Pump hp 25.9 Std. Pump and 33.8 Opt. Pump kW
Maximum Hydraulic Power, hp (kW)	Electrohydraulic
Hitch Draft Control Load Sense Type	Up to 4 rear mechanical or 3 with power beyond, 3 mid-mount mechanical
Remote Control Valves Available	Category 3N/2
Hitch Category (SAE Designation)	---
Hitch Lift Cap. lb (kg) @24 in. Bhnd Lift Pt.	---
OECD	---
Standard	4689 lb - 2 x 70 mm lift cylinders per NE Test lb 2131.21 kg - 2 x 70 mm lift cylinders per NE Test kg
Optional	6152 lb - 2 x 80 mm lift cylinders per NE Test lb 2794.02 kg - 2 x 80 mm lift cylinders per NE Test kg
Hitch Lift Cap. lb (kg) @24 in. Bhnd Lift Pt. (SAE)	---
Standard	Refer to Operator's Manual
Optional	Refer to Operator's Manual
Hitch Lift Cap. lb (kg) @24 in. Bhnd Lift Pt. (ASAE)	---
Standard	Refer to Operator's Manual
Optional	Refer to Operator's Manual
Sensing type	Electronic Lower Link
Joystick SCV control	Mechanical
Final Drive	
Type	Inboard planetary three pinion
Differential controls	Electrohydraulic
Availability	---

Front	Yes
Front & Rear	Yes
Engage On-the-Go Rear Differential Lock	Yes
Axle Type	Flange/Rack and pinion
Brakes, Type and Control	Hydraulic actuated oil cooled

Operator Station

Rollover Protective Structure, OOS	Yes
Rigid - Foldable - Telescopic	N/A
Platform - Flat/Straddle	Yes
Gearshift Location - Console/Floor	Transmission specific
Cab	---
Doors	2
Platform - Flat/Straddle	N/A
dB(A) Rating	66.6
Seat Suspension System	Mechanical and Air Suspended

2WD Dimensions

Wheelbase, in. (mm)	101.6 (2580)
Front Tread Range, in. (mm)	TBD
Rear Tread Range, in. (mm)	TBD
Minimum Rear Tread Setting, in. (mm)	TBD
Front Axle Clearance, in. (mm)	TBD
Turning Radius w/Brakes, ft (m)	TBD
Turning Radius w/o Brakes, ft (m)	TBD
Unballasted Operating Weight, lb (kg)	TBD
Approx. Ship Wgt, lb (kg) Open; Cab	TBD

MFWD Dimensions

Wheelbase, in. (mm)	101.6 (2580)
Front Tread Range, in. (mm)	79.3 (2015)
Front Axle Clearance, in. (mm)	20.47 (520)
Turning Radius w/Brakes, ft (m)	Per tire size required, utilize Turn Radius Calculator Tool located in ASM
Turning Radius w/o Brakes, ft (m)	Per Tire Size required, utilize Turn Radius Calculator Tool located in ASM
Limited Slip Differential	30-45 %
Unballasted Operating Weight, lb (kg)	---
Approx. Ship Wgt, lb (kg) Open; Cab	11040 lb 5008 kg

4WD Dimensions

Wheelbase, in. (mm)	N/A
Wheel Tread, Min. to Max. in. (mm)	N/A
Turning Radius w/o Brakes, ft (m)	N/A
Nebraska Test Unballasted w/Duals, lb (kg)	N/A
Unballasted Weight, lb (kg)	N/A

Standard Tires

2WD	---
Front	10.00-16 in. 10PR F2 Bias 460/85R34
Rear	in. 147A8 R1W Radial
MFWD	---
Front	380/85R24 in. 131A8 R1W Radial
Rear	460/85R34 in. 147 A8 R1W Radial
4WD	---
Track widths	N/A

Miscellaneous

Country of Manufacture	Mannheim, Germany
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Ballasting Restrictions, lb (kg)

Refer to Operator's Manual

*Notes

Updated - 03/28/2014