

AGENDA MATERIAL

Solicitation No. 341356-NS/SS

DATE 8-6-19 ITEM NO. CC18
Title: John Deere Equipment

Attachment A – Guaranteed Costs (1 Page)

1. Guaranteed Maximum Cost of Repairs: (Refer to Attachment B)

Contractor will be fully responsible for the cost of repairs (including parts and labor) in excess of the Guaranteed Maximum Cost of Repairs Amount listed below. The Guaranteed Maximum Cost of Repairs will apply for a period of five (5) years from the date of delivery, or for a period of 5,000 hours of operation as recorded by the John Deere Equipment hour meter, whichever comes first. Subject to the inclusions, exclusions, and other terms and conditions set forth on Attachment B, if the Guaranteed Maximum Cost of Repairs amount is exceeded during the foregoing time period, the Contractor shall reimburse the County for the excess amount. In determining the Guaranteed Maximum Cost of Repairs, the total cost of warranty repairs (parts & labor) will not be included. Contractor will meet with Fleet Services on an annual basis, if needed, to go over any overages and reimbursement to County. In the event of any conflict between this Attachment A, and the terms of Attachment B, Attachment B shall govern and control.

Amount: \$ 3,000.00 per Equipment for five years/ 5,000 hrs.

2. Guaranteed Minimum Repurchase Price

1. Contractor guarantees a "Guaranteed Minimum Repurchase Price" (trade-in allowance or a minimum bid at public auction) in the amount of \$105,277.00 up to the first 5,000 hours of operation (as recorded by the hour recorder) or five (5) years from the date of delivery of the equipment, whichever first occurs (the "Buy Back Period").
2. In determining the Guaranteed Minimum Repurchase Price, and in the enforcement of this provision of this Contract, the following rules shall apply:
 - a. The Guaranteed Minimum Repurchase Price on the equipment shall be allowed as a trade-in allowance by Contractor in the event the County decides to purchase other new equipment from Contractor.
 - b. The minimum bid shall be made by Contractor at public auction in the event the County elects to auction the equipment.
 - c. In the event equipment subject to this repurchase obligation, while in possession of the County, is, by any casualty cause, either totally destroyed or partially damaged to the extent that the damage is beyond repair and is considered a total loss because of the cost of restitution, then Contractor is released from his obligation under the Guaranteed Repurchase provision of this Contract.
 - d. See Attachment A-1: Guaranteed Repurchase and Return Conditions for additional terms and conditions. In the event of any conflict between Attachment A and Attachment A-1, Attachment A-1 shall govern and control.

3. Total Machine Warranty:

Provide John Deere Premier Warranty coverage for 5 () years or 5,000 hours, whichever comes first. In addition, Contractor shall not charge County for field repair travel time and mileage for repairs covered by John Deere Standard Warranty during the twelve (12) month standard warranty period at no additional cost to County.

4. Loaner Replacement:

If the John Deere Equipment cannot be repaired by RDO within two (2) business days, for repairs covered by John Deere Standard Warranty while under the standard warranty period, a compatible John Deere Equipment will be loaned to the County at no-charge, including pick-up and delivery, until the repairs can be completed and the equipment is back up and fully functional.

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