

RENTAL AGREEMENT
CITY OF LINCOLN
CAT 256C SKID LOADER RENTAL
Bid No. 4096

THIS LEASE AGREEMENT, made and entered into by and between the City of Lincoln, Nebraska, hereinafter referred to as "City" and NMC, Inc., hereinafter referred to as "Owner".

WHEREAS, the City, is responsible for providing road improvement and maintenance to the streets and roads located within its jurisdiction; and

WHEREAS, it is desirable for the City to enter into a rental agreement for a 4-Wheel Skid Loader in order to aid the City in the execution of its duties; and

WHEREAS, Owner owns a Cat 256C 4-Wheel Skid Loader suitable to the needs of the City and is willing to rent such Cat 256C 4-Wheel Skid Loader to the City.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties hereto, as follows:

1. The Owner agrees to rent to the City for \$325.00 per month and other good and valuable consideration a Cat 256C 4-Wheel Skid Loader with 78" bucket, Serial Number 0DWS01981 (the Vehicle). The City agrees to make full payment of \$3,900.00 and other valuable consideration within thirty (30) days of return of the Vehicle. The City also agrees to pay \$50 per month for rental of Pallet Forks for a total of \$600.00. As additional consideration the City agrees to pay \$12.00 per hour for every hour in excess of 250 hours on the hour meter of the above Vehicle upon the return of the Vehicle at the end of the rental term.
2. The Owner agrees to and shall have the following duties and responsibilities
 - A. To rent and provide to the City a Cat 256C 4-Wheel Skid Loader with 78" bucket, Serial Number 0DWS01981 and 48" Pallet Forks.
 - B. To provide and pay for all maintenance, service, repair, taxes, licensing and registration cost for the Vehicle described above throughout the term of this rental agreement, as follows:
 1. The Owner agrees to honor the manufacturer's warranty and will perform any necessary warranty repairs. In the event that a warranty repair should take over four (4) hours to complete, then the Owner shall provide and deliver a loaner Vehicle to the City.
 2. The Owner reserves the right to exchange the Vehicle for a new unit of the same make and model at any time during the rental term at no additional charge or cost to the City.
 - C. To deliver the Vehicle at the beginning of the rental period and pick up the Vehicle at the end of the rental term. The time for Delivery and pickup of the Vehicle shall be mutually agreed upon by the parties.
 - D. To pay all cost of all licensing, registration of the Vehicle in the Owner's name, and such taxes as are specified shall be paid for by the Owner, and the Owner shall pay all other taxes and/or government assessments, fees and charges imposed on or in connection with the Vehicle operated pursuant to this agreement.

3. The City agrees to and shall have the following responsibilities:
 - A. The City shall be responsible for the cost of all gasoline, oil required between changes, and all washing, polishing and storage, to the extent necessary to maintain the Vehicle in good condition.
 - B. The City will pay for any damage incurred to the Vehicle during rental term, excluding normal and fair wear and tear, upon return of the Vehicle at the end of the rental term.
 - C. The City will pay for all repairs and maintenance not covered by the manufacturer's warranty.
 - D. The City shall keep and maintain the Vehicle in good operating condition and working order, using as a guide the maintenance program prescribed in the Operator's manual, and shall perform all preventative maintenance required to insure full validation of the manufacturer's warranty.
 - E. Insure the vehicle during the rental term. Prior to delivery of the Vehicle, proof of insurance will be provided to the Owner.
 1. Insurance shall be endorsed to provide that Insurer will notify the Owner immediately in the event the insurance should be materially altered or canceled.
 2. The Owner and the City, their agents or employees, shall comply with all the terms and conditions of said insurance policy, including the immediate reporting of all accidents to the Owner, and do all things necessary to protect or preserve the other party's rights as a named insured in said insurance policy.
 3. The City agrees to indemnify and hold harmless the Owner and its Officers against all losses, liabilities, damages, injuries, claims, demands, costs and expenses of every kind, whether or not covered by insurance, including legal fees and disbursements arising out of and in connection with the use, condition, and operation of the Vehicle during the rental term.
 - F. To provide transportation of the Vehicle during the rental term.
 - G. Make the Vehicle available to the Owner for any and all warranty repairs.
3. This Rental Agreement shall take effect on upon execution of the parties and shall continue for one year from the date of execution. This will be a one (1) year agreement.
4. This Rental Agreement may be terminated by either party hereto at any time by rendition of written notice of such intent to the other party at lease fourteen (14) days prior to the proposed date of termination.
5. The parties hereby agree that this agreement constitutes the entire understanding of the parties and supersedes all prior contracts, agreements and negotiations between the parties whether verbal or written.
6. This agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

EXECUTED this 17th day of August, 2012, by Owner, NMC, Inc..

NMC, Inc.

By: Bill Scholten

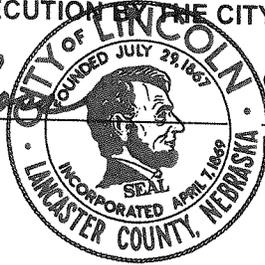
Title: Rental Sales Representative,
NMC Inc.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

Joan E. Roesch



CITY OF LINCOLN, NEBRASKA

Director, Public Works & Utilities

Muki Espinoza

Approved by:

Directorial Order No. 08010

Dated August 31, 2012

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon R. Mulder Asst Purchasing Agent	Address		Address	
Email	smulder@lincoln.ne.gov	Contact		Contact	
Phone	(402) 441-7410	Department		Department	
Fax	(402) 441-6513	Building		Building	
Bid Number	4096 Addendum 1	Floor/Room		Floor/Room	
Title	Skid Loader Lease	Telephone		Telephone	
Bid Type	Quote	Fax		Fax	
Issue Date	07/13/2012	Email		Email	
Close Date	7/18/2012 3:00:00 PM CST				
Need by Date					

Supplier Information

Company NMC, Inc
 Address 930 West O Street
 Lincoln, NE 68528

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 474-5566
 Fax 1 (402) 474-0118
 Email
 Submitted 7/18/2012 2:40:04 PM CST
 Total \$3,900.00

Signature _____

Supplier Notes

Bid is for Current machines on lease S/N DWS01982 & S/N DWS01981 at County Engineer Shop and Ashland Water Treatment plant. Includes 1 year full warranty on used units. Cat 256C with 78" bucket, 48" Pallet forks \$50 per month option. No bid on two speed transmission option. No bid on track driven machine.

Bid Notes

Extended quote 4 hours to close at 4 PM instead of 11 AM

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Contact	Name of person submitting this bid:	Bill Scholting
3	Cost Per Hour Fee	List the cost for each hour over 250 hours during the term of the contract.	twelve dollars per hour
4	Lease Extension	Is your company willing to extend your offer for additional years at the same pricing and under the same terms with a new machine each year? YES or NO. If YES, please list the number of years:	no
5	Electronic Signature	Please check here for your electronic signature.	Yes
6	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	12	MONTHS	4 Wheel Skid Loader Lease Agreement ONLY PROVIDE THE PER MONTH COST PER MACHINE <u>NOTE: PLEASE INCLUDE IN YOUR SUPPLIER NOTES THE MANUFACTURER, MODEL NUMBER YOU ARE BIDDING AND A TWO SPEED TRANSMISSION OPTION AND THE COST DIFFERENCE BETWEEN EQUIPMENT BEING SUPPLIED WHEEL OR TRACK DRIVEN. <td>\$325.00</td>	\$325.00

Item Notes:
The City of Lincoln and Lancaster County wish to enter into a lease agreement for at least 2 - 4 Wheel Skid Loaders.
Initial term of lease will be 1 year from date of execution.
Vendor shall indicate in Attribute section if additional terms are available under the same terms.
Maximum of 250 hours per year with option to purchase additional hours at a set fee.
Vendor shall indicate hourly fee in the Attribute Section.
Loader shall be a minimum of Net 80 HP.
Models meeting HP requirements include:
CAT 256C
Bobcat S300
John Deere 328D
Minimum operating weight app. 7,800lbs.
Rated Operating Capacity of 2,700lbs or greater.
High Flow Hydraulic System - 32gpm @ 4,000psi. min.
Sealed Cab with Heat and Air conditioning.
Industrial/Construction Bucket with minimum width of 78".
Vendor shall indicate bucket size and type in the Supplier Notes section of ebid response.
Selectable Joy Stick Control.
All brands will be considered.
Price must include delivery to and pickup from County Engineer Shop, Ashland Water Treatment Plant and any other location within the Lincoln City Limits.

Supplier Notes: Bid is for Current machines on lease S/N DWS01982 & S/N DWS01981 at County Engineer Shop and Ashland Water Treatment plant. Includes 1 year full warranty on used units. Cat 256C with 78" bucket, 48" Pallet forks \$50 per month option. No bid on two speed transmission option. No bid on track driven machine.

Response Total: \$3,900.00

Equipment Configuration  Export to Word

StockNumber: CN111272	Make: AA	Model: 256C C3S2	Serial No: 0DWS01981	Location: LN
Eq Sts: N	Inv Sts:	Last SMU: 0	SMU Date: Dec 20, 2011	Asking Price: \$0.00
Eng Make: AA	Eng Model:	Eng S/N: 0CYM36749	Year: 2012	

Configuration:

Description	Qty	Ref Code	List Price
256C SKID STEER LOADER	1	2957256	\$43,420.00
CONVERSION ARRANGEMENT	1	2583800	\$0.00
INSTRUCTIONS, ANSI, NACD	1	2583221	\$0.00
SEAT BELT, 2"	1	2584095	\$0.00
LANE 2 ORDER	1	0P9002	\$0.00
ENGINE, TIER 3 COMPLIANT	1	2957114	\$855.00
QUICK COUPLER, HYDRAULIC	1	2582791	\$930.00
HYDRAULICS, HIGH FLOW XPS	1	2583182	\$4,025.00
ROPS, ENCLOSED WITH A/C (C3)	1	2583680	\$4,105.00
SEAT, SUSPENSION, VINYL	1	2584320	\$0.00
DOOR, CAB, GLASS	1	2584070	\$100.00
PACKAGE, PERFORMANCE, (S2)	1	2583750	\$575.00
TIRES, 12X16.5 10PR CAT	1	1858667	\$364.00
INSTRUCTIONS, ENGLISH	1	2335913	\$0.00
PACK, DOMESTIC TRUCK	1	0P0210	\$0.00
HEATER, ENGINE COOLANT, 120V	1	2180942	\$184.00
RADIO READY	1	2584066	\$143.00

**Addendum #1
for
Skid Loader Lease
Quote 4096**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Please add pallet forks an additional add-on item to the skid loader and include the price in the supplier notes.

All other terms and conditions shall remain unchanged.

Dated this 17th day of July, 2012.

Sharon Mulder,
Assistant Purchasing Agent