

AMENDMENT TO STATE OF NEBRASKA CONTRACT 12900 OC AGREEMENT FOR CITY OF LINCOLN

This Amendment is hereby entered into on this 8th day of March, 2013, by and between **Dinkel Implement Company, 3615 W. Norfolk Ave., P.O. Box 1404, Norfolk, NE 68702-1404** (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated **March 2, 2012** under **City Directorial Order 07136** and **State Contract 12900 OC** (the "Agreement"), for **Supply and Deliver 2013 Heavy Duty Tractors** for lease, a copy of which is attached hereto and made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **December 14, 2011 thru December 13, 2012** with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for the an additional one (1) year term beginning **December 14, 2012 thru December 13, 2013**; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under **City Directorial Order 07136** and **State Contract #12900 OC**, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning **December 14, 2012 thru December 13, 2013**.
- 2) All other terms of the Agreement, not in conflict with this Addendum, shall remain in full force and effect.

* The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

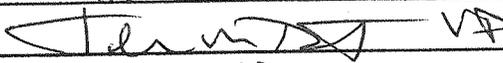
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>8th</u> day
of <u>March</u> 2013
 _____ Director, Public Works & Utilities

Supplier Information - Supplier Please Fill In The Following Information

Executed this 21st day of February, 2013

Company Name: (PLEASE PRINT)	Dinkel Implement Co.
By: (PLEASE PRINT)	John M Dinkel VP.
By: (PLEASE SIGN)	 VP
Title	VP
Company Address: (PLEASE PRINT)	Rt 1404 NORFOLK, NE 68702
Company Phone & Fax: (PLEASE PRINT)	402-371-5092- (402-371-4416 FAX)
E-Mail Address: (PLEASE PRINT)	John.dinkel@dinkels.net Sherryjudy@dinkels.net

* - unit may not be available till June

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
12900 OC

PAGE 1 of 4	ORDER DATE 12/11/12
BUSINESS UNIT 9000	BUYER RUTH GRAY (AS)
VENDOR NUMBER: 501159	
VENDOR ADDRESS: DINKEL IMPLEMENT COMPANY 3615 W NORFOLK AVE PO BOX 1404 NORFOLK NEBRASKA 68702-1404	

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

DECEMBER 14, 2012 THROUGH DECEMBER 13, 2013

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3495 OF

Contract to supply and deliver 2013 Heavy Duty Tractors as per the attached specifications, terms and conditions for a period of two (2) years beginning December 14, 2012 through December 13, 2013. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the

Ruth R. Gray
12/14/12 BUYER RK 12/14/12
MATERIEL ADMINISTRATOR

12-17-12

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
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BUSINESS UNIT 9000	BUYER RUTH GRAY (AS)
VENDOR NUMBER: 501159	

US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The parties hereby agree that the following documents are incorporated into the contract resulting from this Invitation to Bid:

1. The signed Invitation to Bid Contract document;
2. The original ITB document;
3. Any Addenda and or Amendments to include Questions and Answers;
4. Warranty documents supplied with the bid;
5. The contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) ITB addenda or amendments, to include Questions and Answers, with the latest dated amendment having the highest priority, 3) the original ITB, 4) the signed ITB Contract document, 5) warranty documents supplied with the bid.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid.

Vendor Contact: John or Larry Dinkel
Phone: 402-371-5092
Fax: 402-371-4416
E-Mail: larrydinkel@dinkels.net
E-Mail: johndinkel@dinkels.net

THIS IS THE SECOND RENEWAL OF THIS CONTRACT AS AMENDED (12/11/12) (g)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	LEASE TRACTOR 90 PTO HP Make: New Holland Model: T6000/T7000 Engine: New Holland	16,500.0000	HR	11.8000
2	LEASE TRACTOR 105 PTO HP Make: New Holland Model: T6000 or T7000 Engine: New Holland	1,500.0000	HR	11.8000

Tractor that is equipped same as basic specification except that PTO horsepower will be a minimum 105 hp and engine will be a Minimum 115 hp.

Note: Approximately ten (10) of the tractors will be in this category.

BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

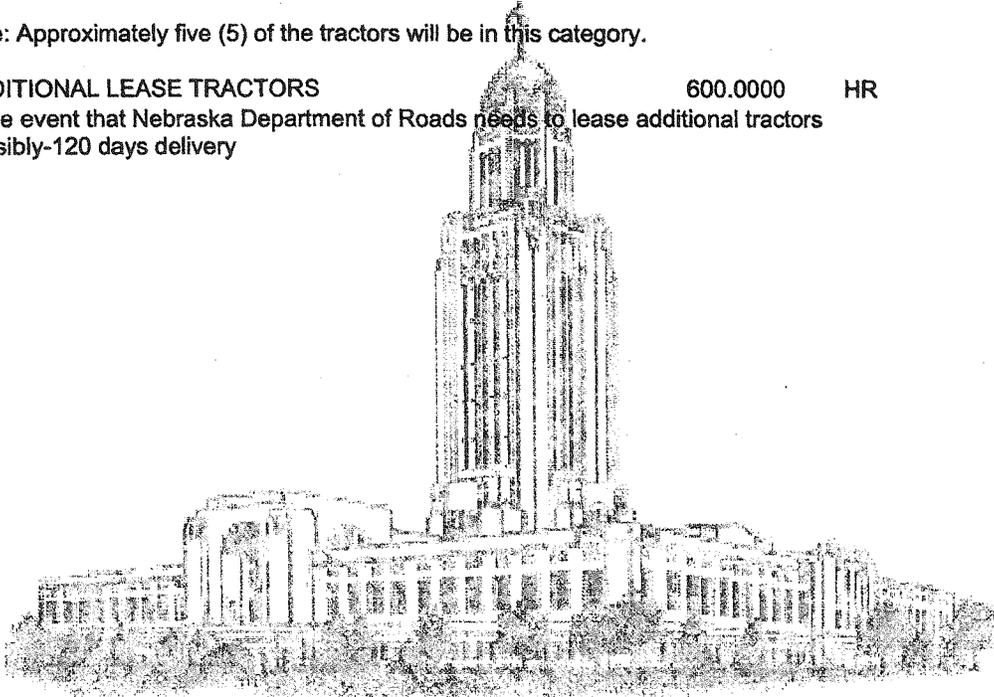
State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508

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PAGE 3 of 4		ORDER DATE 12/11/12	
BUSINESS UNIT 9000		BUYER RUTH GRAY (AS)	
VENDOR NUMBER: 501159			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
3	LEASE TRACTOR 115 PTO HP Make: New Holland Model: T6000, T7000 & T8000 Engine: New Holland	1,500.0000	HR	11.8000
Tractor that is equipped same as basic specification except that PTO horsepower will be a minimum 115 hp. Note: Approximately five (5) of the tractors will be in this category.				
4	ADDITIONAL LEASE TRACTORS In the event that Nebraska Department of Roads needs to lease additional tractors Possibly-120 days delivery	600.0000	HR	11.8000



BUYER INITIALS

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested; or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

<http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004

CONTRACT DOCUMENTS

CITY OF LINCOLN, NEBRASKA

**LEASE OF HEAVY DUTY TRACTORS
STATE OF NEBRASKA CONTRACT 12900 OC**

**Contractor:
Dinkel Implement Company
3615 W Norfolk Ave
PO Box 1404
Norfolk, NE 68702**

**CITY OF LINCOLN, NEBRASKA,
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Dinkel Implement Company, 3615 W Norfolk Ave., PO Box 1404, Norfolk, NE 68702** hereinafter called Contractor, and the City of Lincoln, Nebraska, a political subdivision, hereinafter called the Owner.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, the Owner through local inter-governmental cooperative purchasing have chosen to participate in the contract between the State of Nebraska and Dinkel Implement Company, Contract Number 12900 OC, dated November 3, 2011, which was prepared in accordance with the State's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to lease and deliver Heavy Duty Tractors for the Owner's various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the State of Nebraska Contract Number 12900 OC, dated November 3, 2011; and

WHEREAS, the Contractor, in response to the Owner's request to participate in said agreement, has submitted to the Owner, an offer approving Owners participation under the same pricing structure, terms and conditions as the State of Nebraska Contract Number 12900 OC, dated November 3, 2011 for Lease of Heavy Duty Tractors, with only those exceptions stated herein; and

WHEREAS, the State of Nebraska, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the State of Nebraska Contract Number 12900 OC, dated November 3, 2011, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owner hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide Heavy Duty Tractors for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The term of this contract is for a period beginning December 14, 2011 through December 13, 2012.
 - 2.1 Upon conclusion of the initial term, the contract may be renewed on a yearly basis with mutual written agreement by both parties for additional one-year terms not to exceed the term of the current State of Nebraska contract.
 - 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. Pricing. Pricing of items will be pursuant to State of Nebraska Contract Number 12900 OC, dated November 3, 2011.
 - 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owner's Specifications and approval. Each location will have a separate account number and billing address. The Owner may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the State of Nebraska shall be made available to the Owner.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owner and employees of the Owner shall not be deemed to be employees of the Contractor. The Contractor and the Owner shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owner (City of Lincoln), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include City of Lincoln, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City") it shall mean the "Owner" encompassing the City of Lincoln, Nebraska.

8. Termination. This Contract may be terminated by the following:
- 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
 - 8.2 Termination for Cause. The Owner may terminate the Contract for cause if the Contractor:
 - 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver for light bulbs and ballasts.
 - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owner will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the State of Nebraska and Dinkel Implement Company., Contract Number 12900 OC, dated November 3, 2011.

The Contract Documents comprise the Contract, and consist of the following:

- 1. Contract Agreement
- 2. State of Nebraska Contract Number 12900 OC, dated November 3, 2011

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owner hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owner do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN

ATTEST:

City Clerk

Joan E. Rota



CITY OF LINCOLN, NEBRASKA

PW&U Director

Miki Esposito

Approved by:

Directorial Order No. _____

07136

Dated _____

March 2, 2012

EXECUTION BY CONTRACTOR

IF A CORPORATION:

DINKEL IMP Co

Name of Corporation

PO Box 1404

Norfolk No 68701

(Address)

ATTEST:

_____(SEAL)

Secretary



By: _____
Duty Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
12900 OC

PAGE 1 of 4	ORDER DATE 11/03/11
BUSINESS UNIT 9000	BUYER CONNIE HEINRICHS (AS)
VENDOR NUMBER: 501159	
VENDOR ADDRESS: DINKEL IMPLEMENT COMPANY 3615 W NORFOLK AVENUE P.O. BOX 1404 NORFOLK NEBRASKA 68702-1404	

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

DECEMBER 14, 2011 THROUGH DECEMBER 13, 2012

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3495 OF
Contract to lease and deliver Heavy Duty Tractors as per the attached specifications, terms and conditions for a period of one (1) year beginning December 14, 2011 through December 13, 2012. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Estimated number of tractors to be leased: 46

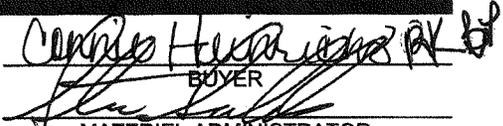
Contract subject to thirty (30) days cancellation by either party upon written notice.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:


BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
12900 OC

PAGE 2 of 4	ORDER DATE 11/03/11
BUSINESS UNIT 9000	BUYER CONNIE HEINRICHS (AS)
VENDOR NUMBER: 501159	

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The parties hereby agree that the following documents are incorporated into the contract resulting from this Invitation to Bid:

1. The signed Invitation to Bid Contract document;
2. The original ITB document;
3. Any Addenda and or Amendments to include Questions and Answers;
4. Warranty documents supplied with the bid;
5. The contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) ITB addenda or amendments, to include Questions and Answers, with the latest dated amendment having the highest priority, 3) the original ITB, 4) the signed ITB Contract document, 5) warranty documents supplied with the bid.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid.

Vendor Contact: John or Larry Dinkel
Phone: 402-371-5092
Fax: 402-371-4416
E-Mail: larrydinkel@dinkels.net
E-Mail: johndinkel@dinkels.net

THIS IS THE FIRST RENEWAL OF THIS CONTRACT. (110311sz)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	LEASE TRACTOR 90 PTO HP Make: New Holland Model: T6000/T7000 Engine: New Holland	16,500.0000	HR	11.8000
2	LEASE TRACTOR 105 PTO HP Make: New Holland Model: T6000 or T7000 Engine: New Holland	1,500.0000	HR	11.8000

Tractor that is equipped same as basic specification except that PTO horsepower will be a minimum 105 hp and engine will be a Minimum 115 hp.


BUYER INITIALS

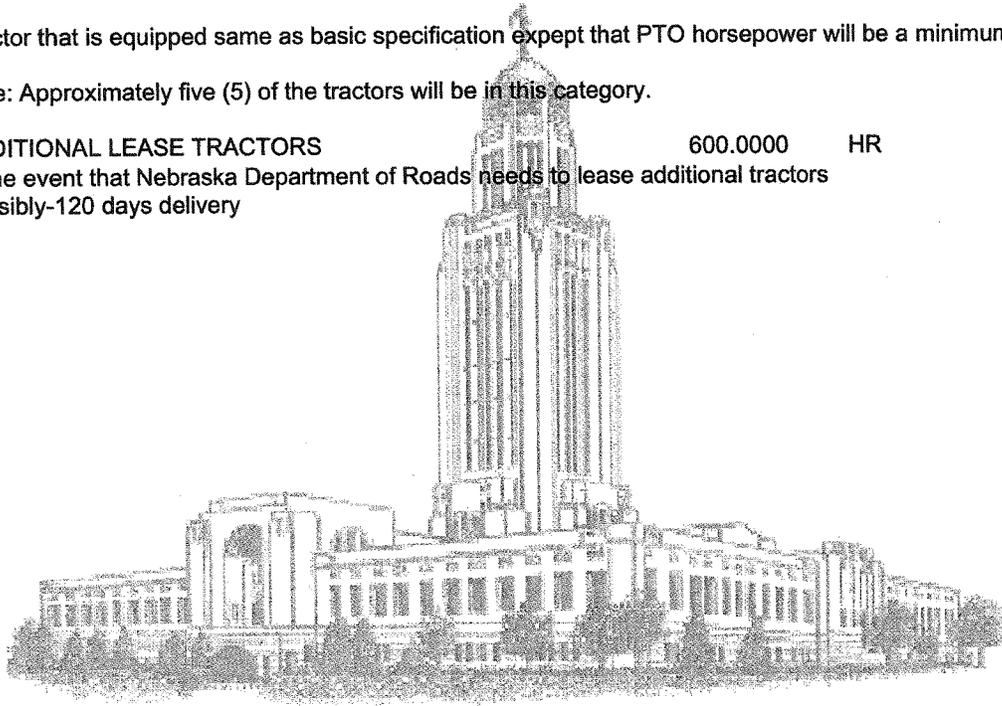
STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
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 Telephone: (402) 471-2401
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PAGE 3 of 4	ORDER DATE 11/03/11
BUSINESS UNIT 9000	BUYER CONNIE HEINRICHS (AS)
VENDOR NUMBER: 501159	

CONTRACT NUMBER
12900 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Note: Approximately ten (10) of the tractors will be in this category.			
3	LEASE TRACTOR 115 PTO HP Make: New Holland Model: T6000, T7000 & T8000 Engine: New Holland	1,500.0000	HR	11.8000
	Tractor that is equipped same as basic specification except that PTO horsepower will be a minimum 115 hp.			
	Note: Approximately five (5) of the tractors will be in this category.			
4	ADDITIONAL LEASE TRACTORS In the event that Nebraska Department of Roads needs to lease additional tractors Possibly-120 days delivery	600.0000	HR	11.8000



ch
 BUYER INITIALS

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

<http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004

SPECIAL CONDITIONS

Contract to lease and deliver Heavy Duty Type Diesel Tractor For Lease to the State of Nebraska as per the attached specifications for a one year period from date of award. Contract may be renewed for a four (4) additional one (1) year periods when mutually agreeable with the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable with the vendor and the State of Nebraska.

Bid prices shall be FOB Destination, with no additional charges for packing or handling.

Quantities stated are estimated only and shall not be construed to be either a minimum or a maximum. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.

Prices shall remain firm for the duration of the initial 90 days of the contract period. If adjustments are necessary at the end of this period, a request for increase must be submitted in writing to the State Purchasing Bureau at least thirty (30) days prior to the effective date and accompanied by supporting manufacturer's documentation indicating percentage of increase. The supporting documentation must clearly establish the increase is for all customers, not to the State of Nebraska alone.

The State further reserves the right to reject any proposed price increase within 15 days of receipt, cancel the contract and re-bid if determined it the best interest of the State. No price increases are to be billed without prior written approval by the State Purchasing Bureau.

It is understood and agreed that in the event of a reduction in the manufacturer's published standard price list for all or any portion of the proposed items, the State of Nebraska will be given full benefit of such decline in price immediately.

The contract may be terminated at any time upon mutual consent of the parties, or by the State of Nebraska, with or without consent upon thirty (30) days written notice.

Vendor is to supply information regarding contract usage by State Agencies, Boards, and Commissions. Information will include: Agency, Item(s) purchased, and dollar amount. Information will be provided to State Purchasing Bureau at the end of the contract or upon renewal of the contract.

Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties.

Direct all inquiries to the buyer: Connie Heinrichs, State Purchasing Bureau, 301 Centennial Mall South, PO Box 94847, Lincoln, NE 68509. Phone: 402-471-2401.

STATE OF NEBRASKA
DEPARTMENT OF ROADS

**Specification for Lease of Heavy Duty Type
Diesel Tractor**

A90-10

November 2010

EAMS-A90

SCOPE

This specification is designed to establish a lease program for the State of Nebraska, Department of Roads (hereafter referred to as State) for mowing tractors. All necessary parts for satisfactory operation shall be furnished whether or not they are specifically mentioned below. Complete detailed specifications or advertising data sheets with cuts or photographs should be attached to Invitation to Bid of identical unit proposed. Any information necessary to show compliance with these specifications not given on advertising data sheets should be supplied in writing and attached to bid document. The Heavy Duty, Type Diesel Tractor shall meet or exceed the following minimum requirements.

RIGHTS

The State of Nebraska reserves the right to waive technicalities and to reject any or all bids.

NON-COMPLIANCE STATEMENT

Read this specification carefully. Any and all exceptions to this specification must be written on or attached to invitation to bid. Non-compliance can void your bid.

DELIVERY

Between 9:00 AM and 3:00 PM, daily, except Sunday, Saturday and holidays.

Meets Specification - Please Indicate- (if other explain on comment line)

YES	NO	OTHER	1. DRIVE TRAIN
<u>X</u>	___	___	A. Diesel minimum 100 net flywheel HP and 90 PTO HP.
<u>X</u>	___	___	B. Full flow throw-away type oil filter.
<u>X</u>	___	___	C. Dry-type replaceable element type Air Cleaner.
<u>X</u>	___	___	D. Maximum flywheel horsepower not to exceed 120 unless approved by Fleet Management.
<u>X</u>	___	___	E. Transmission shall be powershift, partial power shift or syncro-shift with left hand reverser.
<u>X</u>	___	___	F. Mechanical Front Wheel Drive (MFWD) tractors shall be furnished.

Other or Comment _____

A90-10

YES	NO	OTHER	2. TIRES
<u>X</u>	___	___	A. The vendor will be responsible for any tire failure due to mechanical or manufacturer defect.
<u>X</u>	___	___	B. Any damage done due to striking or puncturing that is severe enough to cause the tractor to be inoperable during operation within the lease period caused by State employees will be the responsibility of the State.
<u>X</u>	___	___	1. The State shall replace any inoperable tire with the same make and model tire originally supplied with the tractor.
<u>X</u>	___	___	2. The State will not replace or pay for any tire damage during normal use when the tractors are returned at the end of the lease period.
<u>X</u>	___	___	C. All tires must be brands, models and sizes readily available from multiple dealers in the domestic market.
<u>X</u>	___	___	D. Used tires may be installed on the tractors rear rim with approval of the State, but must have at least 2/3-tread remaining on the tires.
<u>X</u>	___	___	E. Use of used tires shall not be the responsibility of the State for any repairs, damage or other failures regardless of fault.

Other or Comment _____

YES	NO	OTHER	3. HITCH AND HYDRAULICS
<u>X</u>	___	___	A. Swinging Drawbar
<u>X</u>	___	___	B. Category II, three-point hitch required with hydraulic draft control.
<u>X</u>	___	___	C. Hydraulic system shall be adequate to operate a 15-foot PTO driven bat wing mower.
<u>X</u>	___	___	D. Three spool valve assembly
<u>X</u>	___	___	1. Raise, hold, float and down positions required.
<u>X</u>	___	___	2. Raise and down positions will preferably not have detents but self center to hold when released.
<u>X</u>	___	___	3. Detent required for float position.
<u>X</u>	___	___	E. Valve assembly with couplers shall be designed for single and double acting remote cylinders for each spool.
<u>X</u>	___	___	1. All three valve assembly levers shall be located to the right of operator and at a convenient location for the operator while in the seat.
<u>X</u>	___	___	2. Three adapters for each tractor, for factory-installed couplers, shall have 1/2 inch NPT male ends that protrude one inch from factory coupler. Coupler outlets shall be at rear and near centerline of tractor.

Other or Comment _____

A90-10

YES	NO	OTHER	4.	INSTRUMENTS
<u>X</u>	___	___	A.	Tachometer - showing RPM and total hours of operation.

Other or Comment _____

YES	NO	OTHER	5.	POWER TAKE OFF
<u>X</u>	___	___	A.	1 3/8 inch male, rear mounted, independent live type.
<u>X</u>	___	___	B.	540/1000 RPM PTO to be furnished.
<u>X</u>	___	___	C.	Safety cover or shield.

Other or Comment _____

YES	NO	OTHER	6.	MISCELLANEOUS
<u>X</u>	___	___	A.	SMV Emblem required and displayed as per Nebraska Statues.
<u>X</u>	___	___	B.	Two ignition switch keys for each unit is required.
<u>X</u>	___	___	C.	Service outlet to be located within each district.

Other or Comment _____

YES	NO	OTHER	7.	FACTORY INSTALLED CAB
<u>X</u>	___	___	A.	Tractor to be fitted with a cab that is preferably sound suppressed.
<u>X</u>	___	___	B.	Cab to have air conditioning and heat.
<u>X</u>	___	___	C.	Meets OSHA requirements
<u>X</u>	___	___	D.	Certified ROPS with Seat Belt required.
<u>X</u>	___	___	E.	AM/FM Radio to be furnished.

Other or Comment _____

YES	NO	OTHER	8.	MANUALS
<u>X</u>	___	___	A.	One operator's manual must be furnished at time of delivery with each unit delivered.

Other or Comment _____

A90-10

YES NO OTHER 9.
X ___ ___ A.

INSURANCE

Physical damage insurance coverage will be provided by the vendor on each unit leased for the leased period or until return to vendor. The State of Nebraska will not be responsible for hail, flood or other Acts of God.

Other or Comment _____

YES NO OTHER 10.
X ___ ___ A.

MAINTENANCE

Vendor will furnish with delivery of machine, any required lubricants for "add" purposes required between service intervals during the lease period at no additional cost.

X ___ ___ 1.

The lessor or lessor's representative is responsible to perform all manufacturer's recommended preventative maintenance at factory set intervals. The lessor or lessors' representative is to provide all fluids, filters, labor and other materials necessary to perform said preventative maintenance.

X ___ ___ 2.

With a mutual agreement between lessor or lessor's representative and the State site supervisor and agency management. An arrangement may be made to have State personnel perform only the engine oil and filter changes at the factory recommended interval. The lessor or lessor's representative is required to supply the oil and filters needed to complete said preventative maintenance of engine oil and filter.

X ___ ___ B.

The lessor or lessor's representative is responsible for all warranty repairs at no cost to the State for parts, labor or transportation.

X ___ ___ 1.

If equipment is not repairable on site, lessor or representative thereof shall make an attempt to transport the equipment that day, no later than 24 hours from time of the State's calls.

X ___ ___ 2.

No penalty or void of warranty will be at the liability of The State of Nebraska should vandalism occur while the equipment is out of service during normal use.

X ___ ___ C.

All maintenance and routine service repairs will be performed on site of the assigned equipment within 24 hours of the State's call. If the time frame cannot be met, arrangements must be made by the lessor to accommodate the State's need or else any service performed by the State shall be subject to billing to the lessor through subtraction of payment of lease.

Other or Comment _____

A90-10

YES	NO	OTHER	11.	INSTRUMENTS
<u>X</u>	___	___	A.	Tachometer - showing RPM and total hours of operation.

Other or Comment _____

YES	NO	OTHER	12.	MAXIMUM INITIAL HOURS
<u>X</u>	___	___	A.	The tractor will have one hundred (100) hours maximum when the State receives the unit(s).
<u>X</u>	___	___	B.	Equipment must be new and of latest production model. All units delivered must be completely covered by the manufacturers warranty for the entire length of the lease period and include parts, labor and transportation.

Other or Comment _____

YES	NO	OTHER	13.	EQUIPMENT DAMAGE
<u>X</u>	___	___	A.	The State will be responsible for abuse or damage to the unit beyond normal expected wear for highway mowing operations.
<u>X</u>	___	___	B.	Repairs for abuse or damage are at the State's expense.
<u>X</u>	___	___	C.	Damage will be based on the low competitive bids from at least three repair shops mutually agreed upon in writing by the lessor and the State.
<u>X</u>	___	___	1.	Maximum damage claim will be established at 75% of the manufacturers suggested retail price. A copy of the manufacturers suggested retail price is to be provided at the time of delivery.
<u>X</u>	___	___	D.	Repairs for abuse and damage are to be made by the vendor at the State's expense with any and all charges approved in writing by the State prior to performing the repair work.
<u>X</u>	___	___	E.	Disputed charges will be resolved by Fleet Management and vendor.

Tire damage is not included under this section but is covered under the individual specifications.

Other or Comment _____

A90-10

- | YES | NO | OTHER | 14. ASSIGNMENT |
|----------|-----|-------|--|
| <u>X</u> | ___ | ___ | A. The tractors leased for 2011 will be assigned to various locations throughout the State of Nebraska as listed on the attached list. |
| <u>X</u> | ___ | ___ | B. All tractors will be F.O.B. assignment location. |
| <u>X</u> | ___ | ___ | C. Vendor to have parts and service facility in each of the Districts that the tractors will be assigned. Please list the dealer name, and address of the nearest dealer at the following locations on the tractor assignment page. If additional space is needed, attach a separate page. |

Other or Comment _____

- | YES | NO | OTHER | 15. MAXIMUM HOURS |
|----------|-----|-------|---|
| <u>X</u> | ___ | ___ | A. The leased agreement is predicated on a 300 engine hour minimum usage. |
| <u>X</u> | ___ | ___ | B. Any engine hours accumulated over and above the minimum hours are to be charged to the State at the rate shown in the bid. |

Other or Comment _____

- | YES | NO | OTHER | 16. RETURN OF TRACTOR |
|----------|-----|-------|---|
| <u>X</u> | ___ | ___ | A. Tractor will be available for pick up by the vendor at the end of the lease period in good condition unless unit is retained longer at the approval of the vendor. |
| <u>X</u> | ___ | ___ | B. Normal wear and tear will be included in the "Good condition classification". |

Other or Comment _____

- | YES | NO | OTHER | 17. LEASE PERIOD |
|-----|-----|----------|---|
| ___ | ___ | <u>X</u> | A. The lease period is from the March 1 st through the last day of November. |

Other or Comment Only a few units would be available 3/1/11. Most by 5/1/11. Could possibly loan units until "permanent" lease unit delivered

A90-10

YES NO OTHER 18.
 X A.

PAYMENT

Payment will be made upon receipt of an invoice from the vendor for the time the tractor was in use. Vendor may bill at the end of the contract period or every three or six month intervals.

Other or Comment _____

YES NO OTHER 19.
 X A.

TRAINING

Vendor is to provide a minimum of four (4) hours operation and safety training per delivery site.

Other or Comment _____

November 2010

END OF SPECIFICATIONS

A90-10

Assignment Locations as follows:

Please list nearest dealer name and location

TRACTOR	DEALER & LOCATION
<u>District One</u> One tractor at Superior St Lincoln, NE	<u>Roehr's - Beatrice</u>
<u>District Three</u> One tractor at South Sioux City, NE One tractor at Albion, NE One tractor at Norfolk, NE One tractor at Neligh, NE One tractor at Wayne, NE	<u>Dinkel's - Norfolk</u> <u>Dinkel's - Norfolk</u> <u>Dinkel's - Norfolk</u> <u>Dinkel's - Norfolk</u> <u>Dinkel's - Norfolk</u>
<u>District Four</u> Two tractors at Grand Island, NE Two tractors at Aurora, NE Two tractors at York, NE One tractor at Kearney (US 30), NE One tractor at Kearney (80), NE One tractor at Ravenna, NE One tractor at Ord, NE One tractor at Loup City, NE One tractor at St Paul, NE One tractor at Greeley, NE One tractor at Fullerton, NE One tractor at Central City, NE One tractor at Osceola, NE One tractor at Geneva, NE One tractor at Hebron, NE One tractor at Hastings, NE One tractor at Superior, NE One tractor at Red Cloud, NE	<u>Fairbanks (Grand Island, Kearney, Lexington, North Platte)</u> <u>Dinkel's - Norfolk</u> <u>Dinkel's - Norfolk</u> <u>Fairbanks (Grand Island, Kearney, Lexington, North Platte)</u> <u>Fairbanks (Grand Island, Kearney, Lexington, North Platte)</u> <u>Fairbanks (Grand Island, Kearney, Lexington, North Platte)</u> <u>Dinkel's - Norfolk</u> <u>Dinkel's - Norfolk</u> <u>Dinkel's - Norfolk</u> <u>Dinkel's - Norfolk</u> <u>Dinkel's - Norfolk</u> <u>Fairbanks (Grand Island, Kearney, Lexington, North Platte)</u> <u>Dinkel's - Norfolk</u> <u>Dinkel's - Norfolk</u> <u>Roehr's - Beatrice</u> <u>Fairbanks (Grand Island, Kearney, Lexington, North Platte)</u> <u>Roehr's - Beatrice</u> <u>Fairbanks (Grand Island, Kearney, Lexington, North Platte)</u>
<u>District Five</u> Two tractors at Gering, NE One tractors at Sidney, NE Two tractors at Kimball, NE One tractor at Chappell, NE One tractor at Crawford, NE One tractor at Chadron, NE One tractor at Gordon, NE One tractor at Alliance, NE One tractor at Bridgeport, NE	<u>Horizon West -- Scottsbluff</u> <u>Horizon West -- Scottsbluff</u> <u>Horizon West -- Scottsbluff</u> <u>Fairbanks (Grand Island, Kearney, Lexington, North Platte)</u> <u>Modern Farm Equip - Gordon</u> <u>Modern Farm Equip - Gordon</u> <u>Modern Farm Equip - Gordon</u> <u>Alliance Tractor - Alliance</u> <u>Alliance Tractor - Alliance</u>
<u>District Six</u> One tractor at North Platte (US 30), NE	<u>Fairbanks (Grand Island, Kearney, Lexington, North Platte)</u>

A90-10

District Seven

One tractor at Holdrege, NE

One tractor at Minden, NE

Fairbanks (Grand Island, Kearney, Lexington, North Platte)

Fairbanks (Grand Island, Kearney, Lexington, North Platte)

Total for Dept of Roads: 41 tractors

Game and Parks

Two tractors at Raymond, NE (115 hp)

One tractor at Sargent, NE

One tractor at Loup City, NE (115 hp)

One tractor at Cambridge, NE

Dinkel's - Norfolk

Fairbanks (Grand Island, Kearney, Lexington, North Platte)

Dinkel's - Norfolk

Fairbanks (Grand Island, Kearney, Lexington, North Platte)

Total for Game and Parks: 2 100 hp and 3 115 hp tractors

Game and Parks would prefer their tractors on March 1st