

**EQUIPMENT AGREEMENT**  
**Specification 05-069**  
**Mechanical Four-Wheel Drive Tractor**

THIS AGREEMENT is made and entered into by and between **Platte Valley Equipment, 775 N. Commercial, Wahoo, NE** hereinafter referred to as "Lessor/Seller", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as the "City" this **1<sup>st</sup>** day of **April**, 2005.

WHEREAS, the City solicited bids for the lease of a 115 PTO Horsepower Class, Mechanical Front-Wheel Tractor under City Specification No. 05-069; and

WHEREAS, **Platte Valley Equipment** submitted a bid pursuant to the City's specifications and was the low and best bid and, therefore, awarded the contract for the lease of a 115 PTO Horsepower Class, Mechanical Front-Wheel Tractor to Platte Valley Equipment in the amount of \$5,000.00 for 200 hours of operation and \$20.00 per hour for each additional operating hour beyond the initial 200 hours. Platte Valley Equipment is to provide a John Deere, 7420 to the City of Lincoln's specifications; and

WHEREAS, the City's request for bids and specifications required that the successful bidder provide as a part of its bid a three (3) year full machine service and repair requirements per Specification 05-069 ; and

WHEREAS, the specifications further required that the successful bidder and Lessor/Seller herein enter into a full service maintenance contract to fully comply with the City of Lincoln specifications 05-069.

NOW, THEREFORE, in consideration of these premises, the Lessor/Seller and the City do hereby agree as follows:

3. **General Terms and Conditions.**

- 3.1 The City of Lincoln will lease the specified tractor for a minimum of twelve (12) months and a minimum 200 hours usage at a lump sum bid cost.
  - 3.1.1 Hours of usage exceeding 200 hours will be charged at an hourly rate as an additional cost, determined by the successful bidder.
- 3.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals.
- 3.3 Contact Mr. Dave Rydl, Assistant Superintendent of Solid Waste Operations, at (402) 441-8103 with questions regarding the specifications or the intended applications.

4. **Detailed Service and Repair requirements:** The following service and/or repair related expenses will be the responsibility of the Lessor/Seller through this Agreement:
- 4.1 The City shall be responsible for daily operator maintenance requirements as described in the manufacturers operation and maintenance manual.
    - 4.1.1 Tractor supplier shall provide fluids, lubricants, and expendables associated with daily operator maintenance.
  - 4.2 Tractor supplier shall perform on-site regular maintenance and servicing at the manufacturers recommended intervals.
  - 4.3 Tractor supplier shall provide parts and materials for repairs due to normal wear of the tractor.
    - 4.3.1 The City shall have the option to provide or pay the labor associated with repairs due to the normal wear of the tractor.
  - 4.4 Service and/or repairs due to acts of nature, fire, theft, vandalism, accident, neglect, or abuse directly caused by the City will not be considered the responsibility of the tractor supplier.

5. **Detailed Delivery and Return Requirements:**


- 5.1 The tractor supplier shall be responsible for the transportation associated with the delivery and return of the tractor.
- 5.2 The tractor shall be clean and ready for full operation including a full fuel tank when delivered to the City.
- 5.3 The City shall have be responsible for cleaning the tractor, filling with fuel, and in a ready for operation condition upon completion of the lease and return to the tractor supplier.
- 5.4 Tractor supplier shall provide an onsite operation demonstration and training at the time of delivery.

EXECUTED by the Lessor/Seller the day and year last above written.

Date: 4-5-05

Company: **Platte Valley Equipment**

By:

  
Authorized Representative

EXECUTED by the Lessor/Seller the day and year last above written.

**City of Lincoln, Nebraska**, a Municipal Corporation

By:

\_\_\_\_\_  
Mayor

original

COMPANY NAME: Platte Valley Equip

**PROPOSAL  
SPECIFICATION NO. 05-069**

Annual Equipment Lease for  
Mechanical Front Wheel Drive Tractor,  
115 PTO Horsepower Class (minimum)

**BID OPENING TIME: 12:00 NOON  
DATE: Wednesday, March 23, 2005**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specifications numbers \_\_\_ through \_\_\_ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. all addenda shall become part of the final contract document.

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ANNUAL EQUIPMENT LEASE FOR  
MECHANICAL FRONT WHEEL DRIVE TRACTOR,  
115 PTO HORSEPOWER CLASS (minimum)

**BIDDING SCHEDULE**

<b>Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Total Price</b>
1.	Mechanical Front Wheel Drive Tractor, 115 PTO Horsepower Class (minimum), 200 hour minimum.	1	ea.	\$ <u>5000.00</u>
	Manufacturer: <u>John Deere</u>			
	Model: <u>7420</u>			
2.	Additional Cost Per Hour (over 200 hour minimum)		hour	\$ <u>20</u>

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AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and completed authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN TWO (2) COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.**

**MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:**

**SEALED BID FOR SPECIFICATION # 05-069**

Platte Valley  
COMPANY NAME

Doane K. Campbell  
By (Signature)

775 N Commercial  
STREET ADDRESS OR P.O. BOX

Doane K. Campbell  
(Print Name)

Washoo, NE 68066  
CITY, STATE ZIP CODE

Store Manager  
(Title)

402-443-3123/443-3490  
TELEPHONE / FAX NUMBERS

3-7-05  
(Date)

47-0804479  
EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER

90 or less  
ESTIMATED DELIVER DAYS  
(after receipt of order)

cash  
TERMS OF PAYMENT

dcampbell@PVEQUIP.COM  
E-MAIL ADDRESS

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESS STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS. BID TABULATIONS CAN ALSO BE VIEWED ON OUR WEBSITE AT: lincoln.ne.gov