

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY  
NEBRASKA**

**Annual Services  
Rental of Four (4)  
2-Wheel Drive Tractors  
Bid No. 17-107**

**Platte Valley Equipment  
P.O. Box 276  
Wahoo, NE 68066  
402-443-3123**

**LANCASTER COUNTY  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Platte Valley Equipment Co., P.O. Box 276, Wahoo, NE 68066**, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**For providing Rental of Four (4) 2-Wheel Drive Tractors, Bid No. 17-107** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, 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 Contractor's Proposal/Supplier Responses, 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 County have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal**

2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

**The County will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The County shall order on an as-needed basis for the duration of the contract. The estimated cost of products or services for County agencies shall not exceed \$ 26,000.00 during the contract term without approval by the Board of Commissioners.**

3. 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.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County 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.
6. 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 County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County'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.
7. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option for three (3) additional one (1) year term.
8. Assignment. Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.
9. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal/Supplier Response
  3. Attachment A, Rental Agreement
  4. Addendum No. 1
  5. Special Provisions
  6. Specifications
  7. Instructions to Bidders
  8. Sales Tax Exemption Form 13
  9. Lancaster County Insurance Letter

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: [lincoln.ne.gov](http://lincoln.ne.gov) - Keyword: Bid - Awarded or Closed bids.

This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing executed, making specific references to this Contract, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

The Contractor and the Owners 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 Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page  
Lancaster County Signature Page

# Vendor Signature Page

**CONTRACT**  
**Annual Services**  
**Rental of Four (4)**  
**2-Wheel Drive Tractors**  
**Bid No. 17-107**

## EXECUTION BY CONTRACTOR

### IF A CORPORATION:

Attest:

\_\_\_\_\_  
Secretary Seal

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

### IF OTHER TYPE OF ORGANIZATION:

Platte Valley Equipment LLC  
Name of Organization

LLC  
Type of Organization

PO Box 276 Wahoo, NE 68066  
Address

By: Michael Fuchs Michael Fuchs  
Member

By: \_\_\_\_\_  
Member

### IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

## Lancaster County Signature Page

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**CONTRACT  
Annual Services  
Rental of Four (4)  
2-Wheel Drive Tractors  
Bid No. 17-107**

### EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_



**JOHN DEERE RENTAL AGREEMENT**

Rental #

04731581

Original

Name	LESSEE LANCASTER COUNTY ENGINEER	DATE	Apr 18, 2017	RENTAL TERM	BEGINS Apr 20, 2017	ENDS Apr 20, 2018
Street or RFD	444 CHERRYCREEK RD	Purchaser Acct No		Customer P.O. NO.	ACCOUNT NO. 068980	Government Bid No.
City, ST Zip Code	LINCOLN, NE 68528	LESSOR NAME AND ADDRESS PLATTE VALLEY EQUIPMENT LLC				
Telephone Number	402-441-7775	2263 Business Park Drive , Box 1060				
Contact	Bill Fleisher	Fremont, NE 68025				
Percentage of Rental Payments Applied to		= Estimated Rental Charge (Rental Rate x Estimated Rental Period)		\$ 26,000.00		
Purchase Option: 0.00 %		+ Itemized Fees		\$ 0.00		
Security Deposit : \$ 0.00		+ Taxes		\$ 0.00		
Maximum Hours No More Than : Per Day		+ Service Charge		\$ 0.00		
Maximum Hours No More Than : Per Week		+ Additional Charges		\$ 0.00		
Maximum Hours No More Than : Per Month		= Additional Charges Subtotal		\$ 0.00		
		<b>Total Rental Charge</b>		<b>\$ 26,000.00</b>		

**Notes**

Notes section with empty lines for text entry.

EQUIPMENT WILL BE USED AT: (Name) Lancaster Cnty Engine (Address) 444 Cherry Creek Road Building B  
 (City) Lincoln (State/Province) NE (ZIP Code) 68528 (County) LANCASTER (Phone Number) 402-441-7797  
 Lessee will not remove the Equipment from this Location without written permission from Lessor.

Doc Ref No.	Qty	Model	Size & Description of Equipment (Give Product Identification No.)	Hour Meter Reading	Min. Rental Guaranteed By Lessee	Present Value	%
06747657	1	6135E TRACTOR CAB	2016 JOHN DEERE 6135E Cab Tractor (114 PTO hp) ( 1P06135EJG0001457 ) Stock # 296200 Rental Rate Per Week 125.00 Est. Rental Period 52.00	2		\$ 93,974 00	0.00
06747656	1	6135E TRACTOR CAB	2016 JOHN DEERE 6135E Cab Tractor (114 PTO hp) ( 1P06135EVG0001459 ) Stock # 296199 Rental Rate Per Week 125.00 Est. Rental Period 52.00	9		\$ 93,974 00	0.00
06747658	1	6135E TRACTOR CAB	2016 JOHN DEERE 6135E Cab Tractor (114 PTO hp) ( 1P06135ECG0001458 ) Stock # 296201 Rental Rate Per Week 125.00 Est. Rental Period 52.00	3		\$ 93,974 00	0.00
	1	6135E TRACTOR CAB	2016 JOHN DEERE 6135E Cab Tractor (114 PTO hp) ( 1P06135E ) Stock # Rental Rate Per Week 125.00 Est. Rental Period 52.00	1		\$ 93,974 00	0.00
Primary Insurance Name and Address						\$ 375,896 00	TOTAL PRESENT VALUE
Additional Insured Name and Address							
Insurance Loss Payee Name and Address PLATTE VALLEY EQUIPMENT LLC 2263 Business Park Drive Box 1060 Fremont, NE US							
PURCHASER TYPE		MARKET USE					
4 Use County		87 Parks and Cemeteries					

LESSEE(Customer) LANCASTER COUNTY EN	LESSOR(Dealer) FUCHS,MIKE P <i>PVELLC</i>
	BY <i>Mike Fuchs 4/18/2017</i>
THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE FOLLOWING PAGES HEREOF, ALL OF WHICH ARE HEREBY MADE A PART OF THIS RENTAL AGREEMENT.	

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_





Lancaster County Risk Management

233 S. 10th Street, Ste 220  
Lincoln NE 68508  
FAX 402-441-6465  
[www.lancaster.ne.gov](http://www.lancaster.ne.gov)

Sue Eckley Risk Manager 402-441-6510  
[seckley@lancaster.ne.gov](mailto:seckley@lancaster.ne.gov)  
Karl Wiegert Risk Management Specialist 402-441-6593  
[kwiegert@lancaster.ne.gov](mailto:kwiegert@lancaster.ne.gov)

April 20, 2017

TO WHOM IT MAY CONCERN:

Lancaster County is self-insured for all portable equipment. We do not purchase any insurance for these items. We have an internal fund that is established and funded through tax dollars.

In the event of a loss for any owned or non-owned portable equipment, Lancaster County would consider the loss and pay any related expenses due to the negligence of Lancaster County. The funds would be allocated from our self-insured funding.

Any claims should be submitted to Lancaster County Risk Management, 233 South 10<sup>th</sup> Street, Suite 220, Lincoln NE 68508.

If there are any questions regarding this self-insured account, the questions should be directed to Sue Eckley at 402-441-6510.

Sincerely,

A handwritten signature in black ink that reads "Sue Eckley". The signature is written in a cursive, flowing style.

Sue Eckley  
Risk Manager  
Lancaster County

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

Bid Information	Contact Information	Ship to Information
<p>Bid Creator Sharon Mulder Asst Purchasing Agent</p> <p>Email smulder@lincoln.ne.gov</p> <p>Phone (402) 441-7428</p> <p>Fax (402) 441-6513</p>	<p>Address Purchasing 440 S. 8th St. Lincoln, NE 68508</p> <p>Contact Sharon Mulder Asst Purchasing Agent</p>	<p>Address Lancaster County Engineering 444 Cherrycreek Road, Bldg B Lincoln, NE 68528</p>
<p>Bid Number 17-107 Addendum 1</p> <p>Title Rental of Four (4) 2-Wheel Drive Tractors</p> <p>Bid Type Bid</p> <p>Issue Date 3/22/2017 11:00 AM (CT)</p> <p>Close Date 4/5/2017 12:00:00 PM (CT)</p>	<p>Department</p> <p>Building Suite 200</p> <p>Floor/Room</p> <p>Telephone (402) 441-7428</p> <p>Fax (402) 441-6513</p> <p>Email smulder@lincoln.ne.gov</p>	<p>Contact</p> <p>Department</p> <p>Building</p> <p>Floor/Room</p> <p>Telephone (402) 441-6321</p> <p>Fax</p> <p>Email purchasing@lincoln.ne.gov</p>

## Supplier Information

Company Platte Valley Equipment Co.  
 Address PO Box 276  
 Wahoo, NE 68066

Contact ROSS MILLER

Department

Building

Floor/Room

Telephone (402) 443-3123

Fax (402) 443-3490

Email rmiller@pvequip.com

Submitted 4/5/2017 09:35:18 AM (CT)

Total \$26,000.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Michael Fuchs

Email mike@pvequip.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

**Bid Attributes**

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	14
6	U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:  <a href="http://www.sos.ne.gov/business/notary/citizenforminfo.html">http://www.sos.ne.gov/business/notary/citizenforminfo.html</a></p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p>	<p>yes No  <i>per Mike Fuchs</i></p>
7	Contact	Name of person submitting this bid:	Michael Fuchs
8	Renewal is an Option	Contract Extension Renewal is an option.	Yes
9	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
10	Term Clause of Contract	<p>I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO _____</p> <p>(b) Are your bid prices subject to escalation/de-escalation YES or NO _____</p> <p>(c) If (b), state period for which prices will remain firm: through _____</p>	(a) yes (b) yes (c) after the end of the first contract year.

- |    |                                |   |     |
|----|--------------------------------|---|-----|
| 11 | Tax Exempt Certification Forms | Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.) | Yes |
| 12 | Electronic Signature           | Please check here for your electronic signature.  | Yes |
| 13 | 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 |

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## Line Items

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#	Qty	UOM	Description	Response
1	4	EA	Rental of Tractors for County Engineering	\$6,500.00

Manufacturer: JD, Case, New Holland or Equivalent

Item Notes: For mowing with Rotary Mowers attached.

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

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#	Name	Note	Response
1	Manufacturer and Model Number	Please provide Manufacturer and Model Number bidding.	John Deere 6135E MFWD cab tractor with air conditioning, am/fm radio and 135 engine H.P. (115 pto H.P.)

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Response Total: \$26,000.00

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## 6E Series Specifications



	6105E	6120E	6135E
<b>POWER * estimated</b>			
Rated PTO power (hp SAE) at engine speed (2100 erpm)	89 hp (66 kW)	102 hp (76 kW)	115 hp (86 kW)
Rated Engine power hp (hp ISO) at 2200 engine rpm (97/68EC)*	105 hp (77 kW)	120 hp (88 kW)	135 hp (99 kW)
Engine Peak Torque (Nm) (xx% @ 1600rpm)	432 N-m (318 lb.-ft)	494 N-m (364 lb.-ft)	539 N-m (397 lb.-ft)
Constant Power Range (rpm)	1800 - 2200 rpm		1900 - 2200 rpm
<b>ENGINE</b>			
Manufacturer (US EPA Interim Tier4/EU Stage IIIb)	PowerTech™ PWL (B20 Diesel Compatible)	PowerTech™ PWL (B20 Diesel Compatible)	PowerTech™ PWS (B20 Diesel Compatible)
Rated Speed	2,200 rpm		
Type	Diesel, in-line, 4-cylinder, wet-sleeve cylinder liners with 4 valves-in-head		
Aspiration (US EPA Interim Tier4/EU Stage IIIb)	Wastegate turbocharger with air-to-air aftercooling and cooled exhaust gas recirculation		
Filter, engine air	Dual stage with aspiration		
Displacement	275 cu. In. (4.5L)		
Bore and stroke	4.17 in. (106 mm) x 5.00 in. (127 mm)		
Compression ratio	16.8:1		
Lubrication	Full-pressure, full-flow filtration with bypass		
Filter, oil	Replaceable cartridge style oil filter		
<b>TRANSMISSION</b>			
12F/12R Top Shaft Synchronized (TSS) Transmission w/ PowrReverser (30K)			Standard
24F/12R Top Shaft Synchronized (TSS) Transmission w/PowrReverser and Hi Lo (40 k)			Option
<b>AXLES</b>			
Rear Axle Final Drive	Inboard planetary		
Rear Axle - Flange	Standard		
2WD – tread range 60.4 to 80.4 in. (1533 to 2043 mm)	Optional		N/A
MFWD - tread range 59.7 to 79.4 in. (1516 to 2016 mm)	Standard		
<b>DIFFERENTIAL LOCK</b>			
Front Axle - 2WD	N/A		
Front Axle - MFWD	Limited Slip		
Rear Axle - Full-Locking mechanical	Standard		
<b>HYDRAULIC SYSTEM (type)</b>			
Selective control valves	Open center, gear driven		
Main pump, axial piston (displacement)	2 Mechanical SCVs Standard; 3 Mechanical SCVs Optional		
Maximum pressure	36.5 cc		
Rated flow (@ 90% Advertised Efficiency)	2,828 psi (19,500 kPa)		
Available flow at a single SCV	20 US gpm/75.7 lpm		
<b>3-POINT HITCH (rear) - Electrohydraulic Sensing</b>			
Category 2 (5500 lbs (2500 kg) Standard Lift @ 610mm behind hitchpoint)	Standard		
Category 2 (7300 lbs (3318 kg) Heavy Duty Lift @ 610mm behind hitchpoint)	Optional		
Draft Sensing	Optional		
<b>DRAWBAR</b>			
Cat 2 1000 kg (2205 lb.) - 1250 kg (2756 lb.) Maximum Vertical Load dependent on drawbar position	Standard		
Cat 2 1200 kg (2645 lb.) - 1900 kg (4189 lb.) Maximum Vertical Load dependent on drawbar position	Optional		
PTO (power take off)	Independent		
1-3/8 in., 540/1000 reversible shaft	Standard		
PTO Speed @ Engine RPM	540 PTO @ 2085 Engine rpm or 1000 PTO @ 2067 Engine rpm		
<b>WHEELBASE</b>			
2WD	96.7 in. (2456 mm)		
MFWD	96.5 in. (2450 mm)		
Max Ballast Level	14250 lb (6464 kg)		
Max Payload Capacity	17636 lb (8000 kg)		

Nominal data is metric. Standard data is converted from metric data. Use metric for all calculations. US EPA Interim Tier4/EU Stage IIIb Tractor power and specifications. Manufacturers Estimates.

\* 97/68/EC power refers to average (50% MOE) net brake power measured and corrected for ambient conditions according to the EC emissions directive. It is equivalent to internal Deere Standard RES10080, and SAE Standards J1349, J1995.

## Match up to any implement ... and go

*With the powerful, reversible PTO, you'll move from chore to chore with ease.*

If you've got a day filled with just about every type of application there is, the 6E has the answer.

### **Bring it on!**

Whether you're baling, chipping wood, digging postholes, running a grinder/mixer or pulling a flex-wing mower, you'll have the power to get it done.

The electrohydraulic engagement system allows you to power the PTO up or down with one simple move. Because the PTO is fully independent, you can handle tough, start-and-stop conditions. It keeps the power flowing whether you're clutching, stopping or changing gears. And switching from 540 to 1000 rpm takes less than 30 seconds, making it easy to handle any implement you've got ... even those requiring higher power within a constant power range.



Take on a wide range of PTO-powered jobs with the 540/1000 RPM independent PTO system.





The 6E comes standard with an intuitive hydraulic stack featuring two color-coded and numbered SCVs to make your job easier. An optional third deluxe SCV with flow control is also available.



The conveniently located console makes operating the hitch intuitive. Raise and lower the hitch with the control lever and set the stop knob for preset depth.



2



1

- 1 The Category II drawbar can handle big implements like flex-wing rotary cutters.
- 2 With optional sway bars featuring sway control, hook up and adjustment are easy.

Telescoping draft arms make implement hook up faster and easier.



## Everything right where it should be

*A well-designed operating environment puts control within reach and makes your days on the job easier.*

Economical doesn't have to mean uncomfortable. And with the 6E, it doesn't. All the critical controls are right where you expect them ... within easy reach of your right hand. This makes operating the 6E intuitive, simple and productive, even for those who are new to running a utility tractor.

To up the comfort a couple of notches, we've added 15 degrees of seat swivel to the 6E. If you do loader work, look back frequently, handle transport chores or pull an implement, you'll twist and turn less to see the work around you. All that glass means better visibility, too.

Of course, when Mother Nature chooses to make the day more challenging, you'll be right at home in the climate controlled cab – incredibly comfortable for such an economical utility tractor.

Even if you live in a moderate climate and choose an open station 6E, you'll still benefit from a well-designed cockpit with intuitive controls and a seat made to keep you comfortable.





- 1 Stay comfortable all day long:** One of the most comfortable cabs you can get on a value-spec utility tractor.
- 2 15 degrees of seat swivel** will help you feel less fatigued if you back frequently, spend all day pulling an implement or handle transport chores.
- 3 Instructional seat.** Perfect for training new operators, the optional instruction seat offers comfortable, easy-to-stow seating for trainees.
- 4 Simple, intuitive controls** make the 6E a highly productive utility tractor for any operator.

## **RENTAL OF FOUR (4) 2WD TRACTORS FOR LANCASTER COUNTY ENGINEERING**

### **1. GENERAL INFORMATION**

- 1.1 It is the intent of the following specification to describe the four (4) tractors that will be equipped with a county owned hydraulically driven side mount rotary mower.
  - 1.1.1 Units will be used for mowing County roadsides.
    - 1.1.1.1 The rotary mowers that will be attached to these tractors are 15' Rotary type mowers.
      - 1.1.1.1.1 Landpride, RCM5615NE with, 1000 RPM
  - 1.1.2 The County puts on about 500 hours per tractor per year.
  - 1.1.3 Acceptable tractor models are John Deere 6110M, Case International 110, New Holland T5.110 or 115 or equivalent.
- 1.2 The unit shall be manufacturer's current production model, meeting or exceeding the terms of these specifications.
  - 1.2.1 Units shall be manufacturer's most heavy duty model available.
- 1.3 Vendor shall submit bid documents and all supporting material via e-bid.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Asst. Purchasing Agent ([smulder@lincoln.ne.gov](mailto:smulder@lincoln.ne.gov)) or fax: (402 441-6513).
  - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
  - 1.4.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
  - 1.4.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
    - 1.4.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.5 The term of the contract is for one (1) year with the option to renew for three (3) additional one (1) year terms upon mutual consent of both parties.
  - 1.5.1 Tractor usage and delivery requirement shall be delivered April 14th or closest to this date for original contract with renewal delivery dates of April 1<sup>st</sup> through mid-December.

### **2. TRACTOR, 2WD OR 4WD ENGINE**

- 2.1 Minimum 100 PTO H.P. at 1000 RPM
- 2.2 Largest H.P. acceptable would be 145 H.P., prefer less H.P.
- 2.3 The County prefers a 2 wheel drive but would accept 4 wheel drive to meet delivery requirements.
- 2.4 The County is requesting a headed and air conditioned cab with AM/FM radio.
- 2.5 We ask bidders to bid a tractor that will meet these minimal requirements and to attach the literature to support it in the Vendors' Response Attachment section of the E-bid.

### **3. DELIVERY**

- 3.1. Deliver units to:
  - Lancaster County Shop
  - Attn: Bill Fleisher (402-441-7797)
  - 444 Cherry Creek Road, Building B
  - Lincoln, NE 68528
- 3.2 The County will accept tractors delivered one at a time to meet the needs

of delivery.

- 3.3 Tractors may be inspected by Lancaster County Personnel at the bidder's location prior to delivery by bidder.
- 3.4 Delivery is April 14, 2017 or sooner.
  - 3.4.1 An Attribute is included for delivery your timeline.

**4. BID EVALUATION CRITERIA**

- 4.1 The bid will be awarded to the lowest responsible, responsive bidders whose bid will be most advantageous to the County and as the County deems will best serve the requirements and interests of the County.
- 4.2 Delivery date(s).

**Addendum #1  
for  
Rental of Four (4) 2-Wheel Drive Tractors**

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. In the General Information (1.1.3) , it is stated that a John Deere 6110M model is an acceptable tractor model, as well as other models and brands. Further, it is also stated (2.1) a minimum of 100 PTO hp at 1000 RPM is required. A JD 6110M only offers 86 PTO hp. This is similar to the other brands that were stated. I believe it should state that a minimum of 100 PTO hp is required, and an appropriate tractor model should supply this minimum.

**Lancaster County is requesting a tractor with a minimum of 100 PTO HP.  
Please disregard the comparable model of a JD 6110M as it only offers an 86  
PTO HP.**

Supply the County with a tractor of 100 PTO HP.

All other terms and conditions shall remain unchanged.

Dated this 27th day of March, 2017.

Sharon Mulder,  
Assistant Purchasing Agent

**SPECIAL PROVISIONS  
FOR  
TERM CONTRACTS**

**PURCHASING DEPARTMENT  
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA**

**1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

**2. CONTRACT PERIOD**

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

**3. BID PRICES**

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
  3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
  4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
  5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
  6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

**4. CONTRACT ADMINISTRATION**

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

**5. QUARTERLY REPORT**

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department.

# INSTRUCTIONS TO BIDDERS

## LANCASTER COUNTY, NEBRASKA

### PURCHASING DIVISION

#### E-Bid

#### 1. **BIDDING PROCEDURE**

- 1.1 Sealed bid, (formal and informal), subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8<sup>th</sup> St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing Lancaster County, hereinafter referred to as "County", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

#### 2. **BID SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or Bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
  - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8<sup>th</sup> St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
  - 2.1.2 If bid security is not received in the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
  - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
  - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

#### 3. **BIDDER'S REPRESENTATION**

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, the bid attributes, the bid attachments, and the bid has been submitted in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### 4. **INDEPENDENT PRICE DETERMINATION**

- 4.1 By submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.



**5. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 5.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 5.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 5.4 Oral interpretations or changes to the bidding documents made in any manner other than written form, will not be binding on the County; and Bidders shall not rely upon such interpretations or changes.

**6. ADDENDA**

- 6.1 Addenda are instruments issued by the County prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 6.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 6.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the advertised date and the contract award, Bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

**8. BRAND NAMES**

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the E-Bid form. Bidders MUST attach to its bid documents in the Vendor Attachment Section of the E-Bid, a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances and explain by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the County's bidding documents.

**9. DEMONSTRATIONS/SAMPLES**

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If items are small and mailable, and the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the County of acceptable goods. The Bidder must indicate how samples are to be returned.

**10. DELIVERY (Non-Construction)**

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. to the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items meet specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

**11. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
  - 11.1.1 Manufacturer's warranties and/or guarantees.
  - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

## **12. ACCEPTANCE OF MATERIAL**

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this bid shall remain the property of the Bidder until:
  - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the County; and
  - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the County reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

## **13. BID EVALUATION AND AWARD**

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsive, responsible Bidder whose bid will be most advantageous to the County, and as the County deems will best serve the requirements and interests of the County.
- 13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
- 13.6 In order to determine if the Bidder has the experience, qualification, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The County reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

## **14. INDEMNIFICATION**

- 14.1 The Bidder shall indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the Bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

## **15. TERMS OF PAYMENT**

- 15.1 Unless stated otherwise, the County will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **16. LAWS**

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 The Bidder agrees to hold the County harmless from any claims resulting from the Bidder's unlawful disclosure or use of private or confidential information.

## **17. EQUIPMENT TAX ASSESSMENT**

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

**18. AFFIRMATIVE ACTION**

- 18.1 Each Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 The successful Bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful Bidder's equal opportunity policies, procedures and practices.
- 18.4 The County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

**19. INSURANCE**

- 19.1 All Bidders shall take special notice of the insurance provisions required for all County contracts (see *Insurance Clause for All County Contracts*).

**20. EXECUTION OF CONTRACT**

- 20.1 Depending on the type of service provided, one of the following methods will be employed. The method applicable to this contract will be checked below:
  - a. **PURCHASE ORDER**, unless otherwise noted.
    - 1. This contract shall consist of a Lancaster County Purchase Order.
    - 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
  - b. **CONTRACT**, unless otherwise noted.
    - 1. County will furnish of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
    - 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
    - 3. The County will sign and date the Contract and submit the Contract to the County Board of Commissioners for approval and signature.
    - 4. Upon approval and signature, the County will return one copy to the successful Bidder.

**21. TAXES AND TAX EXEMPTION CERTIFICATE**

- 21.1 The County is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

**22. E-VERIFY**

- 22.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).

**Advertise 2 time(s)**  
**Wednesday, March 22, 2017**  
**Wednesday, March 29, 2017**

City of Lincoln/Lancaster County  
Purchasing Division

**NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska by electronic bid process until: 12:00 pm, Wednesday, April 5, 2017 for providing the following:

**RENTAL OF FOUR (4) 2 OR 4 WD TRACTORS  
FOR LANCASTER COUNTY ENGINEERING  
Bid No. 17-107**

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To register go to: [lincoln.ne.gov](http://lincoln.ne.gov) (type: e-bid - in search box, then click "Supplier Registration").

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8103 or [purchasing@lincoln.ne.gov](mailto:purchasing@lincoln.ne.gov).