

State of Nebraska - INVITATION TO BID CONTRACT

Date	10/01/21	Page	1 of 1
Solicitation Number	6582 OF		
Opening Date and Time	10/25/21	2:00 pm	
Buyer	BRENDA SENSIBAUGH (AS) ROB TAYLOR (AS)		

DESTINATION OF GOODS
DEPARTMENT OF TRANSPORTATION
5001 S 14TH ST
PO BOX 94759
LINCOLN NE 68509-4759

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver Lease of heavy duty type diesel tractor for multiple locations to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

(MH 9/28/21)

INVITATION

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	LEASED TRACTOR 40 UNITS @ MIN 300 HOURS	12,204.0000	HR	<u>\$20.97</u>	<u>\$251,640</u> for 12,000 hrs.

* See enclosed supplement
for rental rate for usage
over 300 hours.

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: N/A % DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

90-270

Sign Here Tamara Hebert
(Authorized Signature Mandatory - Form must be signed manually in ink or by DocuSign)

Enter Contact Information Below

VENDOR#

VENDOR:

Address:

Deere & Company
2000 John Deere Run
Cary, NC 27513

Contact Tamara Hebert
Telephone 800-358-5010, opt. 2
Email GovContractSupport@JohnDeere.com

II. TERMS AND CONDITIONS

Vendors should complete Section II through VI as part of their bids. Vendor is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Vendor should also provide an explanation of why the Vendor rejected the clause or rejected the clause and provided alternate language using "Track Changes". Upon request an electronic copy of the bid with "Track Changes" must be submitted in an editable Word format. By signing the ITB, Vendor is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the bids. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Vendor fail to agree on the final Terms and Conditions, the State reserves the right to reject the bid. The State is soliciting bids in response to the ITB. The State reserves the right to reject bids that attempt to substitute the Vendor's commercial contracts and/or documents for this ITB.

The Vendor should submit with their bid any license, user agreement, service level agreement, or similar documents that the Vendor wants incorporated in the Contract. Upon notice of Intent to Award, the Vendor must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Vendor's bid. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J. H.			

The contract resulting from this ITB shall incorporate the following documents:

1. Invitation to Bid and Addenda;
2. Amendments to the ITB;
3. Questions and Answers;
4. Vendor's bid response;
5. The executed Contract and any Addenda, if applicable, and properly submitted documents; and,
6. Amendments to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to ITB and any Questions and Answers, 4) the original ITB document and any Addenda, and 5) the Vendor's submitted Bid.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.A.			

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this contract must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

E. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.A.			

The State and the Vendor, upon the written agreement, may make changes to the contract within the general scope of the ITB. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Vendor may not claim forfeiture of the contract by reasons of such changes.

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Vendor's bid, were foreseeable, or result from difficulties with or failure of the Vendor's bid or performance.

No change shall be implemented by the Vendor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate

implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Vendor will not substitute any item that has been awarded without prior written approval of SPB*****

F. NOTICE OF POTENTIAL VENDOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

If Vendor breaches the contract or anticipates breaching the contract, the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Vendor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the vendor. The State may recover from the Vendor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Vendor's breach. OR In case of default of the Vendor, the State may contract the service from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

H. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

J. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

1. GENERAL

The Vendor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Vendor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Vendor has indemnified the State, the Vendor shall, at the Vendor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or

licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Vendor, and the State may receive the remedies provided under this ITB.

3. SELF-INSURANCE (Statutory)

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this contract, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this contract to the extent provided by law.

K. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other party prevails.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

L. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

M. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or man-made event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may be granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

N. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

O. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:

if directed to do so by statute;

Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;

a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court; fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders;

an involuntary proceeding has been commenced by any party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor;

a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code;

Vendor intentionally discloses confidential information;

Vendor has or announces it will discontinue support of the deliverable; and,

In the event funding is no longer available.

P. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J. 24			

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures;
4. Cooperate with any successor vendor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor vendor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Vendor to surrender intellectual property, real or person property, or information or data owned by the Vendor for which the State has no legal claim.

III. VENDOR DUTIES

A. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Vendor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Vendors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 through 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this ITB.

B. COOPERATION WITH OTHER VENDORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

Vendor may be required to work with or in close proximity to other vendors or individuals that may be working on the same or different projects. The Vendor shall agree to cooperate with such other vendors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other vendor or individual. Vendor is not required to compromise Vendor's intellectual property or proprietary information unless expressly required to do so by this contract.

C. 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.

D. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the vendor, F.O.B. destination named in the ITB. 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.

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first One Hundred Eighty Days(180) of the contract. Any request for a price increase subsequent to the One Hundred Eighty Days(180) of the contract must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

E. COST CLARIFICATION

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any bid where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

F. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

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

1. EVIDENCE OF COVERAGE

The Vendor should furnish the State, prior to beginning work and upon, a certificate of insurance coverage complying with the above requirements to the attention of:

Agency: State Purchasing Bureau
Attention: Brenda Sensibaugh, Buyer
1526 K Street Suite 130
Lincoln NE 68508

These certificates or the cover sheet shall reference the ITB number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Vendor to maintain such insurance, then the Vendor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to contract manager when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

2. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Vendor.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

If Vendor breaches the contract or anticipates breaching the contract the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

I. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

The Vendor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

J. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

By submitting a bid, Vendor certifies that there does not now exist a relationship between the Vendor and any person or entity which is or gives the appearance of a conflict of interest related to this solicitation or project.

The Vendor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the delivery of its goods and services hereunder or which creates an actual or an appearance of conflict of interest.

The Vendor certifies that it will not employ any individual known by Vendor to have a conflict of interest.

The Parties shall not knowingly, for a period of two (2) years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the solicitation or project, or who had any influence on decisions affecting the solicitation or project.

K. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

The Vendor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Vendor's use during the performance of the contract. The Vendor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods and services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Vendor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or goods provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Vendor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

N. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

The Vendor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

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

P. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

Despite any clause to the contrary, the Vendor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse Customer the fees paid to Vendor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

B. INVOICES

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

C. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.N.			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

D. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such services.

E. LATE PAYMENT (Statutory)

The Vendor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Vendor for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

G. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) day written notice. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit and the Vendor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to vendor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
J.H.			

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent to three percent (.5% to 3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

VI. TECHNICAL SPECIFICATIONS

A. VENDOR INSTRUCTIONS

Vendor must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Vendor to qualify for the award.

"YES" response means the Vendor guarantees they can meet this condition.

"NO" response means the Vendor cannot meet this condition and will not be considered.

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Vendor's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Vendor's alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your bid. Non-compliance to any single specification can void your bid.
✓			2. It is the responsibility of Vendors to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Vendor.
✓			3. No interpretation related to the meaning of ITB specifications or other pre-bid documents will be made orally to any Vendor by the State. Any ITB interpretation must be put in writing by the Vendor to: the State Purchasing Bureau, E-mail questions to SPB. as.materielpurchasing@nebraska.gov by the last day to submit written questions per the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

C. DRIVE TRAIN

YES	NO	NO & PROVIDE ALTERNATIVE	
		✓ See Note	1. Diesel minimum 100 net flywheel HP and 90 PTO HP.
✓			a. Vendor may supply tractors of higher HP to meet resale market needs. Tractors are not to exceed 190 PTO HP. Vendor to state which model of tractors to be provided per location listing and be approved by Nebraska Department of Transportation (NDOT) prior to delivery.
✓			2. Full flow throw-away type oil filter.
✓			3. Dry-type replaceable element type Air Cleaner.

YES	NO	NO & PROVIDE ALTERNATIVE	
		✓ See Note	4. Maximum flywheel horsepower not to exceed 120 unless approved by Fleet Management.
✓			5. Transmission shall be power shift, partial power shift or syncro-shift with left hand reverser.
✓			6. Mechanical Front Wheel Drive (MFWD) tractors shall be furnished.
✓			7. Tractors base weight to be at least 11,000 pounds.
NOTES/COMMENTS: #1 & 4: Deere tractors are rated using engine + PTO horsepower. Tractors offered for rent will meet engine + PTO requirements.			

D. TIRES

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The vendor will be responsible for any tire failure due to mechanical or manufacturer defect.
		✓ See Note	2. 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.
✓			A. The State shall replace any inoperable tire with the same make and model tire originally supplied with the tractor.
✓			B. Nebraska Department of Transportation (NDOT) will <u>not</u> replace or pay for any tire damage during normal use when the tractors are returned at the end of the lease period.
✓			3. All tires must be brands, models and sizes readily available from multiple dealers in the domestic market.
✓			4. Used tires may be installed on the tractors rear rim with the approval of the State but must have at least 2/3-tread remaining on the tires.
✓			5. Use of used tires shall not be the responsibility of the Department of Transportation for any repairs, damage or other failures regardless of fault.
NOTES/COMMENTS: Tires that don't hold air with or without the aid of an inner tube will be replaced by the agency at the end of the rental term.			

E. HITCH AND HYDRAULICS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Swinging Drawbar
✓			2. Category II and/or Category 3N, three-point hitch required with hydraulic draft control.
✓			3. Hydraulic system shall be adequate to operate a 15-foot PTO driven bat wing mower.
✓			4. Minimum of three hydraulic spool valve remote outlets required.
✓			a. Raise, hold, float and down positions required.

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			b. Raise and down positions will preferably not have detents but self-center to hold when released.
✓			c. Detent required for float position.
✓			5. Valve assembly with couplers shall be designed for single and double acting remote cylinders for each spool.
✓			a. All three (3) valve assembly levers shall be located to the right of operator and at a convenient location for the operator while in the seat.
✓			b. Three (3) hydraulic hose adapters for each tractor, to match factory-installed remote couplers, shall have ½ inch NPT male ends that protrude one inch from factory coupler. Coupler outlets shall be at rear and near centerline of tractor.
NOTES/COMMENTS:			

F. INSTRUMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Tachometer – showing RPM and total hours of operation.
NOTES/COMMENTS:			

G. POWER TAKE OFF

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. 1 3/8 inch male, rear mounted independent live type.
✓			2. Tractor to have capability to operate as 1000 or 540 rpm PTO.
✓			3. Safety cover or shield.
NOTES/COMMENTS:			

H. MISCELLANEOUS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. SMV Emblem required and displayed as per Nebraska Statutes.
✓			2. OEM or Dealer installed LED amber rotating beacon or strobe warning light. Light to be switched in cab.
✓			3. Two ignition switch keys for each unit is required.
✓			4. Service outlet to be located within each district.
NOTES/COMMENTS:			

I. FACTORY INSTALLED CAB

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Tractor to be fitted with a cab that is preferably sound suppressed.
✓			2. Cab to have air conditioning and heat.
✓			3. Meets OSHA requirements.
✓			4. Certified ROPS with Seat Belt required.
✓			5. AM/FM Radio to be furnished.
NOTES/COMMENTS:			

J. MANUALS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. One operator's manual must be furnished at time of delivery with each unit delivered.
NOTES/COMMENTS:			

K. INSURANCE

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Physical damage insurance coverage will be provided by the vendor on each unit leased for the leased period or until return to vendor. Nebraska Department of Transportation will not be responsible for hail, flood or other Acts of God.
NOTES/COMMENTS:			

L. MAINTENANCE

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. 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.
✓			a. The lessor or lessor's representative is responsible to perform Wheel spacing requirements of 36" to 40" from center of tractor to center of wheel before delivery at no additional cost.

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			b. The lessor or lessor's representative is responsible to perform all manufacturers 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.
✓			c. With a mutual agreement between lessor or lessor's representative and the Nebraska Department of Transportation (NDOT) site supervisor. An arrangement may be made to have NDOT 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.
✓			2. The lessor or lessor's representative is responsible for all warranty repairs at no cost to the State for parts, labor or <u>transportation</u> .
✓			a. 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.
✓			b. No penalty or void of warranty will be at the liability of the Nebraska Department of Transportation should vandalism occur while the equipment is out of service during normal use.
		✓ See Notes	3. 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.
NOTES/COMMENTS: Maintenance will be performed within 48 hours. If time frame can't be met, a loaner will be provided.			

M. DOWNTIME

YES	NO	NO & PROVIDE ALTERNATIVE	
		✓ See Notes	1. If the tractor is unavailable for use more than a total of five (5) days during The lease period, the compensation due lessor under this lease will be reduced on a prorated basis. A loan tractor of equal type may be substituted to reduce downtime.
NOTES/COMMENTS: A loaner will be provided; no proration will be required.			

N. MAXIMUM INITIAL HOURS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The tractor will have one hundred (100) hours maximum when the State receives the unit(s).
✓			2. Equipment must be new and of latest production model. All units delivered must be completely covered by the manufacturer's warranty for the entire length of the lease period and include parts, labor and transportation.
NOTES/COMMENTS:			

O. EQUIPMENT DAMAGE

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The State will be responsible for abuse or damage to the unit beyond normal expected wear for highway mowing operations.
✓			2. Repairs for abuse or damage are at the State's expense.
		✓ See Note	3. 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.
		✓ See Note	a. Maximum damage claim will be established at 75% of the manufacturer's suggested retail price. A copy of the manufacturer's suggested retail price is to be provided at the time of delivery.
✓			4. 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.
✓			5. Disputed charges will be resolved by Fleet Management and vendor.
<p>NOTES/COMMENTS: #3-In lieu of 3 repair bids, damage will be determined by the delivering Deere dealer. #3a-John Deere Financial will provide insurance through Sentry Insurance. The deductible is \$1000 per claim. John Deere dealers will handle the cost of parts and repairs directly with Sentry.</p>			

P. ASSIGNMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The tractors leased for the 2021 or current contract year will be assigned to various locations throughout the State of Nebraska as listed on the attached Assignment Location List (Form A) or as listed when ordered each year.
✓			2. All tractors will F.O.B. assignment location.
✓			3. 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 Assignment Location List (Form A). If additional space is needed, attach a separate page.
<p>NOTES/COMMENTS:</p>			

Q. MAXIMUM HOURS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The leased agreement is predicated on a 300 engine hour minimum usage.
✓			2. Any engine hours accumulated over and above the minimum hours are to Be charged to the State at the rate shown in the bid proposal.
<p>NOTES/COMMENTS:</p>			

R. RETURN OF TRACTOR

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. 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 vendor.
✓			2. Normal wear and tear will be included in the "Good condition Classification".
NOTES/COMMENTS:			

S. LEASE PERIOD

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The lease period is from March 15 th through the last day of November.
		✓ See Note	2. All Nebraska Department of Transportation (NDOT) tractors shall be delivered and ready for use, NO later than April 30 th .

NOTES/COMMENTS: Deere & Company is experiencing significant delays in fulfillment & delivery of goods due to global supply and logistics interruptions. We will make every effort to meet or exceed the delivery time. For subsequent years of the contract, POs must be received by Sept. 1st of the prior year to ensure an Apr. 30th delivery.

T. PAYMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
		✓ See Note	1. 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 of every three (3) or six (6) month intervals.

NOTES/COMMENTS: John Deere can bill 1/2 the second month of the rental and bill the remaining balance the seventh month of the rental. Any hours past 300 hours will be billed after the unit is returned from rent.

U. TRAINING

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Vendor is to provide a minimum of two (2) hours operation and safety training per delivery site.
NOTES/COMMENTS:			

V. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. 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.
NOTES/COMMENTS:			

W. DELIVERY LOCATIONS / INSTRUCTIONS (CONTRACTOR AGREES THAT THEY CAN MEET THE DELIVERY LOCATIONS/INSTRUCTIONS)

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. See attachment for delivery locations. <i>There was no attachment.</i>
✓			2. Additional Locations may be added during the contract period.
NOTES/COMMENTS:			

X. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Orders will be placed either by, phone, e-mail or Internet (if available and not to the exclusion of the other methods).
✓			2. All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.
NOTES/COMMENTS: <i>Receiving PDs via email is preferred. For subsequent years of the contract, PDs must be received by Sep. 1st of the prior year to ensure an Apr. 30th delivery.</i>			

Y. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.
✓			2. A guarantee of satisfactory performance by the vendor and meeting delivery dates are an integral part of the purchase contract resulting from this bid invitation.
		✓ See Note	3. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.
NOTES/COMMENTS: <i>John Deere doesn't have a return program for commercial equipment</i>			

outside of a unit being defective. However, it does have an outstanding warranty. John Deere will always do its best to make the customer happy.

Form A
Vendor Contact Sheet
Invitation To Bid Number 6582 OF

Form A should be completed and submitted with each response to this ITB. This is intended to provide the State with information on the Vendor's name and address, and the specific person(s) who are responsible for preparation of the Vendor's response.

Preparation of ITB Contact Information	
Vendor Name:	Deere & Company
Vendor Address:	2000 John Deere Run Cary, NC 27513
Contact Person & Title:	Tamara Hebert, Contract Administrator
E-mail Address:	GovContractSupport@JohnDeere.com
Telephone Number (Office):	800-358-5010, option 2
Telephone Number (Cellular):	N/A
Fax Number:	309-749-2313

Each Vendor shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Vendor's response should become necessary.

Communication with the State Contact Information	
Vendor Name:	Deere & Company
Vendor Address:	2000 John Deere Run Cary, NC 27513
Contact Person & Title:	Tamara Hebert, Contract Administrator
E-mail Address:	GovContractSupport@JohnDeere.com
Telephone Number (Office):	800-358-5010, option 2
Telephone Number (Cellular):	N/A
Fax Number:	309-749-2313

**ADDENDUM ONE
QUESTIONS and ANSWERS
6582 OF**

Date: 10/14/21

To: All Bidders

From: Brenda Sensibaugh, Procurement Contracts Officer
Rob Taylor, Procurement Contracts Officer
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Invitation to Bid (ITB) Number 6582 OF for lease of heavy duty type diesel tractor for multiple locations to be opened on October 25, 2021 at 2:00 p.m. Central Time.

Questions and Answers

No questions were received for ITB Number 6582 OF for lease of heavy duty type diesel tractor for multiple locations.

This Addendum will become part of the ITB and should be acknowledged with the ITB.

Tamara Hebert
Contract Administrator
Deere & Company
10-22-2021



JOHN DEERE

Agriculture & Turf Division
2000 John Deere Run
Cary, NC 27513
Phone: 919 804 2000

October 22, 2021

Bid Number: 6582 OF
Bid Opening Date: 25Oct2021
Bid Time: 2:00pm CST
Bid Title: Lease of Heavy Duty Type Diesel Tractor for Multiple Locations

RE: Supplement – Tractor Models and Rental Rate for Usage Over 300 Hours

Deere & Company is offering the following tractor models for rent:

6120E
6135E

6120M
6130M
6140M
6145M
6155M
6175M
6195M

6120R
6130R
6140R
6145R
6155R
6175R
6195R

The rental rate for usage over 300 hours will be 1.5 times the standard rate that has been bid (1.5 X \$20.97). This equates to a rate of \$31.46 per hour for usage over 300 hours.

Thank you.

Tamara Hebert
Contract Administrator
GovContractSupport@JohnDeere.com



JOHN DEERE

Agriculture & Turf Division
2000 John Deere Run
Cary, NC 27513
Phone: 919 804 2000

October 22, 2021

Bid Number: 6582 OF
Bid Opening Date: 25Oct2021
Bid Time: 2:00pm CST
Bid Title: Lease of Heavy Duty Type Diesel Tractor for Multiple Locations

**RE: Invoicing of Rental Payments for Contract Resulting from
ITB 6582 OF**

Please be advised that the Contractor (Deere & Company) will assign all of its rights, title and interest in and to the Contract, the equipment and all rental payments due and to become due under the Contract ("Payments") to Deere Credit, Inc. dba John Deere Financial (subsidiary of Deere & Company). John Deere Financial will invoice agencies for rental Payments due and payable under the Contract. All other obligations (ex. excess usage, damages, etc.) of the Contract will remain obligations of the Contractor and not of Deere Credit, Inc. and agencies will be invoiced by Deere & Company for these charges at the end of the rental period.

It's important to note that this has always been how rental payments are invoiced for our contracts. This is not a new process. We felt it was important to formally document how the invoicing is conducted for our rental contracts for both Deere's records and the records of Nebraska Department of Transportation.

Thank you.

Tamara Hebert
Contract Administrator
GovContractSupport@JohnDeere.com

John Deere Servicing Dealers for ITB #6582 OF

Nebraska DOT Distict	Dealer	Dealer Address	Dealer Phone
Adams	Landmark Implement, Inc.	21693 US Hwy 77 Beatrice NE 68310	4022283478
Ainsworth	AKRS Equipment Solutions	87797 432nd Avenue Ainsworth NE 69210	4023871800
Alliance	21st Century Equipment	1520 West 10th Street Alliance NE 69301	3087625870
Atkinson	AKRS Equipment Solutions	49110 Highway 20 O'Neill NE 68763	4023361800
Aurora	AKRS Equipment Solutions	609 Q Street Aurora NE 68818	4026942191
Bridgeport	21st Century Equipment	9738 US 26 Bridgeport NE 693362577	3082621110
Broken Bow	AKRS Equipment Solutions	44098 Highway 2 Broken Bow NE 68822	3088722497
Central City	AKRS Equipment Solutions	1026 G Street Central City NE 68826	3089463041
Chappell	21st Century Equipment	1901 Link 17J Sidney NE 69162	3082542511
Crawford	21st Century Equipment	1520 West 10th Street Alliance NE 69301	3087625870
Fullerton	AKRS Equipment Solutions	1026 G Street Central City NE 68826	3089463041
Geneva	AKRS Equipment Solutions	736 South 13th Street Geneva NE 68361	4027593139
Gering	21st Century Equipment	3609 Bison Scottsbluff NE 69361	3086324440
Gering- Spares	21st Century Equipment	3609 Bison Scottsbluff NE 69361	3086324440
Gordon	21st Century Equipment	6742 State Highway 27 Gordon NE 69343	3082820665
Grand Island	AKRS Equipment Solutions	4050 W Stolley Park Road Grand Island NE 68803	3083848777
Greeley	AKRS Equipment Solutions	81863 Mill Street Spalding NE 68665	3083848777
Kimball	21st Century Equipment	1901 Link 17J Sidney NE 69162	3082542511
Lincoln	AKRS Equipment Solutions	2185 County Road H Crete NE 68333	4028264347
Lyons	AgriVision Equipment Group	705 South 4th Street Pender NE 68047	4023852211
Merriman	21st Century Equipment	6742 State Highway 27 Gordon NE 69343	3082820665
Neliegh	AKRS Equipment Solutions	1110 E Highway 275 Neligh NE 687562021	4028874158
Norfolk	AKRS Equipment Solutions	3303 Norfolk Avenue Norfolk NE 68702	4023717333
North Platte	AKRS Equipment Solutions	2700 East Walker Road North Platte NE 69103	3085325080
Nuckools	Landmark Implement, Inc.	1890 Idaho Superior NE 68978	4028793276
O'Neill	AKRS Equipment Solutions	49110 Highway 20 O'Neill NE 68763	4023361800
Ord	AKRS Equipment Solutions	711 U Street Ord NE 68862	3087287770
Sidney	21st Century Equipment	1901 Link 17J Sidney NE 69162	3082542511
Spencer	AKRS Equipment Solutions	49110 Highway 20 O'Neill NE 68763	4023361800
Taylor	AKRS Equipment Solutions	711 U Street Ord NE 68862	3087287770
Thayer	Landmark Implement, Inc.	1131 East Hwy 74 Fairfield NE 68938	4027262181
Valentine	AKRS Equipment Solutions	87797 432nd Avenue Ainsworth NE 69210	4023871800
Wayne	Grossenburg Equipment	1819 Chiefs Way Wayne NE 68787	4023753325
York	AKRS Equipment Solutions	3221 N Lincoln Avenue York NE 68467	4023626607

**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, harvesting, and application Equipment which may have a delayed warranty start date, but only if established by John Deere and noted by Selling Dealer on the Purchase Order). **Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty - Engine:** cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. **Powertrain:** transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). **SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES:** A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Heavy Duty Land Leveling applications exceeding 150 hours per year	90 Days
9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications less than half of the annual usage	24 Months or 2000 Hours, Whichever Comes First
9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications exceeding half of the annual usage	90 Days
Scraper Special Tractors	24 Months or 2000 Hours, Whichever Comes First
5E Series Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on 5E Series Tractors (components as per B above)	a) 60 Months or 2000 Hours, Whichever Comes First
Scrapers	6 Months for MY14 and earlier 12 Months for D Series and MY15 and later
Frontier™ Equipment	12 months
Sugar Cane Harvesters and Loaders	12 months or 1500 hours, Whichever Comes First
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Premium Round Balers 469, 569, 450R, 460R, 560R	24 Months or 12,000 bales, Whichever Comes First; First 12 Months, No Bale Limitation
Large Square Balers	12 Months, No Bale Limitation
a) Powertrain on Large Square Balers	a) 24 Months or 20,000 bales, Whichever Comes First
Hagie Manufacturing Company LLC Sprayers and Detasslers	24 Months or 1000 Hours, Whichever Comes First
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered in months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) Z425 EZtrak™ Mowers, Z300 Series and Z525E ZTrak™ Mowers, and 100 Series Tractors**	24 Months or 120 Hours, Whichever Comes First
2) 200 Series Tractors**	36 Months or 200 Hours, Whichever Comes First
3) X300 Series Tractors; Z400 Series EZtrak™ Mowers, Z515E and Z500M Series ZTrak™ Mowers (Except Z425 and Z525E)**	48 Months or 300 Hours, Whichever Comes First
4) X500 Series Tractors; Z700E and Z500R Series ZTrak™ Mowers**	48 Months or 500 Hours, Whichever Comes First
5) X700 Series Tractors**	48 Months or 700 Hours, Whichever Comes First
6) Z700M Series ZTrak™ Mowers**	48 Months or 750 Hours, Whichever Comes First
7) Z700R Series ZTrak™ Mowers**	48 Months or 1000 Hours, Whichever Comes First
8) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential – Personal Use or 90 Days in Any Other Application
9) Wide Area Mowers, Front Mower Traction Units and Mower Decks, QuikTrak™ Mowers, Commercial Walk Behind Mowers	24 Months
10) Z900B, Z900E, and Z900M Series ZTrak™ Mowers	36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
11) Z997, Z900A Series and Z900R Series ZTrak™ Mowers	36 Months or 1500 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
12) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	a) 72 Months or 2000 Hours, Whichever Comes First
b) Compact Utility Tractor Loaders D120, 120R, 220R, 300E, 300R, 320R, 400E, 440R	b) 24 Months
13) GATOR™ Utility Vehicles	12 Months or 1000 Hours, Whichever Comes First
14) Except as provided above, all other Implements/Attachments sold separately or purchased on the same Purchase Order as Equipment listed in 9 through 13	12 Months
15) All other Turf & Utility Equipment	24 Months in Private Residential - Personal Use or 12 Months in Any Other Application

**Implements/Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Implements/Attachments purchased separately will be covered by the warranty term on line 14.

C. (I) ITEMS COVERED SEPARATELY – (1) Tires, rubber tracks and batteries; (2) John Deere Hand Held-Portable products; (3) When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications, modifying combine grain tanks, and modifying self-propelled sprayers with unapproved wheels, tracks, tanks or booms; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper

maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose; (6) Chains on Premium Balers.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to an Authorized Dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact Selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).