

ADVERTISEMENT TO BIDDERS
for
ONE (1) 2011 DOZER

GRAND ISLAND SOLID WASTE DIVISION
CITY OF GRAND ISLAND, NEBRASKA

Sealed bids will be **received at the office of the City Clerk, 100 E. First St., Grand Island, NE 68801** or P.O. Box 1968, Grand Island, Nebraska 68802 until **2:00 p.m., (Local Time), September 8, 2010** for the construction of **One (1) 2011 Dozer**, for the City of Grand Island. Bids will be publicly opened at this time in the Conference Room #1 located on 1st floor of City Hall. Bids received after specified time will be returned unopened to sender.

Bids shall be submitted on forms, which will be furnished by the City. Each bidder shall submit with his bid a certified check, a cashiers check or bid bond payable to the City Treasurer in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within 15 days, at the bid price, if accepted by the City. **Your certified check, cashiers check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. **Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened or considered.** Bid bonds must be issued by surety companies authorized to do business in the State of Nebraska.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S. 73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

Successful bidder shall comply with the City's insurance requirements, and supply performance and payment bonds. Successful bidder shall maintain a Drug Free Workplace Policy.

Bids will be evaluated by the Purchaser based on price, quality, adherence to schedule, plan and specification, economy and efficiency of operation, experience and reputation of bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids and to waive irregularities therein and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw his bid for a period of sixty (60) days after date of opening bids.

Plans and specifications for use in preparing bids may be obtained from the office of the Public Works Department, Second Floor, City Hall, 100 East First Street, Grand Island, NE.

TITLE VI

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

SECTION 504/ADA NOTICE TO THE PUBLIC

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

Jeff Pederson
308-385-5444, extension 140
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

RaNae Edwards
City Clerk

**CITY OF GRAND ISLAND
BID REQUEST INSTRUCTION PAGE 1 OF 1**

The City of Grand Island, Nebraska, Public Works Department, Solid Waste Division, respectively requests sealed bids for the following:

One (1) 2011 Model Tracked Dozer

As part of the Bid Request, the following items are attached:

Advertisement to Bidders
Bid Instructions
General Specifications
Bid Specifications
Bid Sheets

Sealed bids must be received by 11a.m., (Local Time), September 8, 2010, and be addressed to:

City Clerk
City of Grand Island
RE: Bids for 2011 Model Tracked Dozer
100 East First Street
P.O. Box 1968
Grand Island, NE 68802-1968

Bids must include the following:

Bid Bond or Certified Check
Complete Specifications and Bid Sheets numbered 1 and 2 – Attached.

All information required in specifications must be included with the bid. Supplementary material that the bidder wishes to include will be appreciated, but is not required. **Please return one original and two (2) copies of each bid sheet.**

Please direct bid questions to Jeff Wattier, Solid Waste Superintendent, at (308) 385-5433, Extension 4, or FAX (308) 385-5498.

**GENERAL SPECIFICATIONS PAGE 1 OF 4
FOR
ONE (1) 2011 Model Tracked Dozer**

CITY OF GRAND ISLAND

Sealed bids will be received at the office of the City Clerk, 100 East First Street, P.O. Box 1968, Grand Island, Nebraska until 11a.m., (Local Time), ?????????? for furnishing One (1) 2011 Model Tracked Dozer as specified in these bidding documents, FOB Grand Island, NE.

Exceptions to Specifications

Any bidder who has exceptions to any specifications and requirements listed in the bidding documents must so state in the space provided on the bid sheet. It is the bidder's responsibility to clearly outline any exceptions. Failure by bidder to outline exceptions will require the successful bidder to comply with the specifications.

Attached are detailed minimum specifications. The following general specifications also apply to this bid.

Bid Bond Each bidder shall submit with their bid a certified check, cashiers check or bid bond payable to the City Treasurer in an amount not less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within 14 days, at the bid price, if accepted by the City. **Your certified check, cashiers check or bid bond must be submitted in a separate envelope attached to the envelope containing the bid. Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in clearly marked and separate envelopes will result in your bid not being opened or considered.** Bid bonds must be issued by surety companies authorized to do business in the State of Nebraska

Manuals Supply manuals as required in minimum specifications.

Warranty Equipment shall carry a four-year, 7500-hour total machine warranty to include 100% coverage of parts, labor and mileage, excluding normal wear items. Bidder should include warranty details with bid; failure to comply may cause bid rejection.

Description Literature The bidder shall attach hereto, and it shall be made part of the bid, regularly printed literature as published by the factory, which sets out and fully describes the equipment to be furnished in the bid proposal. This literature or other supplemental information shall clearly indicate compliance with each and every item of these specifications. Failure to indicate compliance may be cause for rejection of bid.

GENERAL SPECIFICATIONS PAGE 2 OF 4

Lubrication & Maintenance Agreement	Bidder will include with purchase price a 4-year/8000 hour total machine lubrication and maintenance agreement to include all labor, parts, oil, mileage and travel time to perform preventative maintenance at manufacturers recommended service intervals, including oil and filter disposal. The City's responsibility will be to perform daily maintenance and inspection as recommended by manufacturer.
Optional Equipment	The general and detailed specifications are the minimum requirements. Bidder may include optional equipment if desired. Optional equipment should be noted as such.
OSHA & ANSI Requirements	In addition to other specified requirements, the equipment shall meet all Current Occupational Safety and Health Administration and American National Standards Institute requirement specifications.
Delivery	Equipment is to be delivered from assembly point to the Solid Waste Division, 19550 West Husker Highway, Shelton, Nebraska 68876, by commercial freight, rail or truck. Units are to be delivered completely serviced and ready for operation.
Delivery Date	Each bidder shall state in said bid a realistic delivery date for this equipment. Award winning bidder must deliver within quoted delivery time. Delivery must occur prior to March 7, 2011.
Payment	Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the equipment to confirm compliance with specifications. Any equipment, which does not meet the City's requirements will be returned at vendor's expense for correction. Title, manufacturer's use tax form, odometer form and any specified data, diagrams, and manuals must be received prior to approval of invoice. The invoice will be paid at the next regularly scheduled Council meeting occurring after the approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time. The furnished equipment must be new, the latest make or model, unless otherwise specified.
Trade-In	Successful bidder will include in said bid a trade-in value and accept as trade-in existing 2007 Caterpillar D7R Series II dozer with waste handling arrangement with approximately 8500 hours, Serial No. ABJ01534. For further information or to arrange a viewing of existing equipment, contact Jeff Wattier, Solid Waste Superintendent, (308) 385-5433. Purchaser reserves the right to accept trade-in value or retain machine and sell outright.
Fair Employment Practices	Each bidder agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

GENERAL SPECIFICATIONS PAGE 3 OF 4

Data Privacy	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, patents, and patent rights. The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.
Independent Price Determination	By signing and submitting bid, the bidder certifies that: the prices in the 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.
Gratuities and Kickbacks	City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
Clarification of Specification Documents	Vendors shall promptly notify the Purchasing Agent of any ambiguity, inconsistency, or error, which they may discover upon examination of the specifications. Interpretations, corrections and changes made to the specifications will be made by written addenda. Oral interpretations or changes to the specifications made in any other manner will not be binding on the City; and bidders shall not rely upon such interpretations or changes.
Demonstrations/Samples	If requested, the bidder shall, at bidder's expense, demonstrate and/or furnish samples of the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.

GENERAL SPECIFICATIONS PAGE 4 OF 4

Bid Evaluation and Award No bid shall be withdrawn for a period of sixty (60) days after bid due date. The City reserves the right to reject any and all bids, to waive technicalities and to accept the bid considered by the Purchaser to be in the City's best interest. The bid will be evaluated based on the following:

- Conform to specification
- Demonstration if applicable
- Bid price (purchase cost)
- Repurchase agreement (ownership cost)
- Quality
- Ability to deliver new machine prior to March 7, 2011
- Economy of operation (fuel usage)
- Experience of the manufacturer
- Availability of parts and service for maintenance and repair
- Adaptability of the particular equipment for the specific use

Fiscal Years The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

Title VI The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

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Jeff Pederson
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100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

MINIMUM BID SPECIFICATIONS PAGE 1 OF 5
One (1) 2011 Model Tracked Dozer

The unit described shall be a new, current year manufacture, tracked dozer that is the manufacturer's latest design and production, complete, serviced, ready for work, including all standard equipment and any optional equipment as deemed necessary by the City of Grand Island. The City will consider any unit that meets or exceeds required minimum specifications as stated herein or any approved equal unit. The City of Grand Island reserves the right to reject any or all bids and waive any technicalities.

Note: Unit may be utilized for other applications in addition to landfill waste disposal operations.

REQUIRED MINIMUM SPECIFICATIONS

1. Operating Weight:

62,000 pounds minimum SAE weight with sufficient counter weights required as needed to balance machine in landfill operations.

2. Engine:

235 minimum SAE net horsepower turbocharged 6 cylinder diesel engine; bidder shall state engine design, wet sleeve liner or solid block, and **must provide fuel consumption/performance chart with bid proposal**. Fuel consumption/performance of machine will be considered when evaluating bids. Will meet current EPA Tier III emission regulations. Trash resistant air pre-cleaner with screen, dry type air cleaner with primary and secondary elements, direct-electric 24-volt starting and charging system with heavy duty batteries. Engine shall include cold weather starting aid and engine block heater. Automatic hydraulic reversing fan with manual override switch in cab.

3. Transmission:

Electric drive or hydrostat or powershift transmission with variable shift. Auto-shift and down shift control button must be mounted on hydraulic control lever. Machine also will have a transmission directional switch that operates from one of the hydraulic control levers (F-N-R).

4. Steering:

Hand-operated steering that maintains power to both tracks while turning.

5. Brakes:

OSHA-approved brake system. Parking/secondary brake shall be independent of service brakes and shall be equipped with a warning light and/or buzzer and be of sufficient design to hold the weight of the machine on a moderate slope.

6. Hydraulics:

Minimum hydraulic implement pump output of 51 gallons/minute.

MINIMUM BID SPECIFICATIONS PAGE 2 OF 5

7. Cab:

Unit shall have a deluxe or premium fully enclosed, steel, sound-suppressed cab with ROPS/FOPS Level II with enhanced cab clean air module system. Cab shall include: roof-mounted air conditioning, heater/defroster with temperature control, front and rear windshield wipers/washers, floor mat, rearview camera and cab-mounted monitor which is easily viewable from operator's seat, cloth covered air suspension seat, seat belt, radio group to include 24-volt to 12-volt converter, antenna, speakers, AM/FM radio, and top-mounted strobe light and standard headlights/work lights. The following cab instrumentation shall be included: transmission/hydrostatic oil temperature, engine coolant temperature, engine oil pressure, and fuel, alternator, electric hour meter.

8. Electrical:

Batteries shall be heavy duty, minimum maintenance or maintenance free with minimum reserve rating of 200 minutes. Alternator shall be 24 volt, 95 amp minimum. Unit shall be radio frequency shielded.

9. Cooling System:

Heavy duty pressurized liquid cooling system is required. Must be equipped with trash resistant radiator and shall be filled with manufacturer approved anti-freeze solution to -40 degrees F.

10. Undercarriage, Guards, and Waste Handling Arrangement:

Undercarriage shall be a low-ground-pressure design with maximum rated ground pressure of 6.5 psi. Track pads must be trapezoidal hole design to minimize debris from packing in pads and must be a minimum of 36" wide. Undercarriage shall be equipped with hydraulic track adjusters, segmented sprocket rims, and sealed and lubricated tracks. Waste handling arrangement shall include: heavy-duty swing-out bottom guards, hydraulic tank guards, fuel tank guards, idler guards, final drive housing guards, heavy duty side engine compartment enclosures, final drive, idler, and pivot shaft seal guards, engine compartment debris barrier package, tilt cylinder line guards, front and rear track striker bars, chassis deflector guards, and lifetime lubricated rollers and idlers. Cab doors shall have heavy duty swing-out screens for glass protection. Front and rear work lights shall also have guards.

11. Bulldozer Attachment:

Unit must be equipped with either a landfill specific or semi-u type dozer blade with integral trash rack and bolt-on cutting edges. Blade is not to exceed 15 feet in width with all cutting edges attached. The attached bulldozer shall be hydraulically operated with a minimum ground clearance of 48" when fully raised.

12. Miscellaneous Equipment:

Unit must be equipped with rear-mounted winch containing at least 150' of 1.25" steel cable and a low speed line pull rating of at least 80,000 pounds. Unit shall have back-up alarm and vandalism protection package. Machine must be factory wired for and must be compatible with Trimble fully integrated global navigation satellite system currently installed on existing D7R dozer at landfill. **Bidder must provide installation of City's existing Trimble GPS equipment on new machine at no cost to City.** Contact Troy Einspahr (Trimble Authorized Technician) for details about the Solid Waste Division's current GPS system at (308) 535-0030.

MINIMUM BID SPECIFICATIONS PAGE 3 OF 5

13. Manuals:

The following equipment manuals are required:

- A. Complete operators manual
- B. Complete service manual including bulletins
- C. Complete equipment parts manual
- D. Complete engine parts manual
- E. Operators, service, and parts manuals for supplementary or optional equipment or components

14. Lubrication and Maintenance Agreement:

Successful bidder will provide with equipment a lubrication and maintenance agreement for four (4) years and/or 8000 hours. This agreement will include, but is not limited to, all parts, labor, and mileage required for periodic maintenance (as previously stated in General Specifications page 2 of 4) **including undercarriage and routine and emergency repairs for the duration of the agreement**. It will be the responsibility of the City to perform daily greasing, inspections, replace cutting edges, and replace air cleaners and cab filters that need to be replaced before scheduled replacement. Bidder will provide complete details of such customer support agreement with their bid; failure to comply may cause bid rejection.

For the purposes of this agreement, the periodic maintenance will be based on 250 hour increments, with major servicing at 2000 hours.

Included will be oil, oil samples (copies of the results submitted to the City as they become available), filters, gaskets, and seals. Scheduled preventative maintenance will be completed during regular working hours as determined by Landfill personnel to minimize disruption of Landfill operations.

15. Repair Parts and Service Performance:

Since the continuous operation of this machine is of the utmost importance with quick and reliable factory and dealer support a necessity, it will be required that the successful bidder shall have a established factory authorized repair facility within a 100 mile radius of the City of Grand Island.

- A. The bidder warrants that all service and repair will be performed by certified mechanics experienced in the operation and maintenance of such equipment. A factory-authorized dealer shall perform service work.
- B. The bidder shall provide manufacturer recommended equipment training related to safety procedures, lubrication schedules, preventative maintenance, and equipment service. Scheduling for training shall be at City's option.
- C. To every extent possible, repairs shall be performed at the City's solid waste facilities. In the event the repairs are requested from the bidder, the bidder shall warrant that the equipment is to be placed back in service within seventy-two (72) hours after the request is made.
- D. The bidder shall have the ability to provide service and repair work if so requested by the City during weekends, holidays, and nights.

MINIMUM BID SPECIFICATIONS PAGE 4 OF 5

- E. In the event any warranty service and repairs cannot be completed by bidder within the time constraints listed herein, the bidder shall provide to the City, at no cost, suitable replacement equipment or pay the City liquidated damages equal to the normal and customary rental rate for such equipment. The above referenced time requirements shall not apply if any delays beyond those specified are caused by Acts of God, strike, or other reasonable considerations beyond the control of bidder.
- F. Bidder shall have major high wearing parts such as, but not limited to, belts, hoses, hydraulic hoses, filters, etc. on hand or be able to get parts within a day's time.

16. Repurchasing Agreement:

Under the repurchasing agreement, the bidder guarantees to repurchase machine for a pre-determined value for any of the following time periods:

- 1) One (1) year or 2,250 hours from date of delivery.
- 2) Two (2) years or 4,500 hours from date of delivery.
- 3) Three (3) years or 6,750 hours from date of delivery.
- 4) Four (4) years or 9,250 hours from date of delivery.

Repurchase price must be stated as a lump sum.

The City will be under no obligation to sell unit back to bidder. The City may choose at its discretion to:

- 1) Retain machine for future use.
- 2) Sell machine (Self, auction, consignment, etc.)
- 3) Sell machine back to bidder

Bidder shall submit a copy of the repurchase agreement contract for evaluation.

The City will use purchase price, the four (4) year guaranteed repurchasing price, and fuel consumption and performance in determining the most favorable bid for the City of Grand Island.

The City of Grand Island reserves the right to accept or reject any or all bids.

**CITY OF GRAND ISLAND
BID SHEET PAGE 1 OF 2**

One (1) 2011 Model Tracked Dozer

The undersigned bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the furnishing of the specified equipment to the City of Grand Island, Nebraska, hereby proposes to furnish and deliver such equipment FOB Grand Island, NE, at the following price:

One (1) 2011 Model Tracked Dozer

Base Price * \$ _____

Trade-In \$ _____

Repurchasing Agreement

1 year or 2,250 hours \$ _____

2 years or 4,500 hours \$ _____

3 years or 6,750 hours \$ _____

4 years or 9,250 hours \$ _____

Delivery Date: _____

Exceptions to Specifications: _____

***Note:** The Solid Waste Division of the Public Works Department for the City of Grand Island does not pay Federal, State, or City tax; do not include tax in your pricing. **Base price must include specified warranty and lubrication and maintenance agreement.**

BID SHEET 2 OF 2

Bid of _____, hereinafter called "Bidder," organized and existing under the laws of the State of _____, to the City of Grand Island, Nebraska, hereinafter called "City" to provide:

One (1) 2011 Model Tracked Dozer

In compliance with the City's advertisement for bids, bidder hereby agrees to provide the previously mentioned services, materials, and/or equipment, at the price stated on the bid sheet, in compliance with all requirements and specifications contained in the Bid Request, and further agrees that the language of this document shall govern in the event of a conflict with the bid.

The City reserves the right to accept or reject any or all bids, and to waive any informality and to enter into such contract as it shall deem to be in the City's best interest. **Please return one original and two (2) copies of each bid sheet.**

Dated this _____ day of _____, 2010.

Respectfully submitted,

Company

Signature of Bidder

Name (Print or Type)

Title

Address

Telephone Number

Fax Number