

ADVERTISEMENT TO BIDDERS
for
ONE (1) 2014 35,000 POUND FOUR WHEEL DRIVE FRONT END LOADER

**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), October 17, 2013** for furnishing of **One (1) 2014 35,000 Pound Four Wheel Drive Front End Loader, FOB** the City of Grand Island. Bids will be publicly opened at this time in Conference Room #1 located on 1st floor of City Hall. Bids received after specified time will be returned unopened to the sender.

Bids shall be submitted on forms, which will be furnished by the City. Each bidder shall submit with the 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.

Successful bidder shall maintain a Drug Free Workplace Policy.

Bids will be evaluated by the purchaser based on conformity to specifications, demonstration, delivery, price, quality, economy of operation, experience of the manufacturer, availability of parts and service for repair and maintenance, and adaptability of the particular equipment for 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 their bid for a period of sixty (60) days after date of opening bids.

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) 2014 Model 35,000 Pound, Four Wheel Drive Front End Loader

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 2:00 p.m., (Local Time), October 17, 2013, and be addressed to:

City Clerk
City of Grand Island
RE: Bids for 2014 Model 35,000 Pound Four-Wheel Drive Front End Loader
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 5
FOR
ONE (1) 2014 Model 35,000 POUND FOUR-WHEEL DRIVE FRONT END LOADER**

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 **2:00 p.m., (Local Time), October 17, 2013** for furnishing One (1) 2014 Model 35,000 Pound Four-Wheel Drive Front End Loader 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. <u>Your certified check, cashiers check or bid bond must be submitted in a separate envelope attached to the envelope containing the bid.</u> 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
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Manuals	Supply manuals as required in minimum specifications.
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Warranty	Equipment shall carry a four-year, 4000-hour total machine warranty to include 100% coverage of parts, labor and mileage, excluding normal wear items. Bidder shall include actual warranty details with their bid; failure to comply may cause bid rejection.
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GENERAL SPECIFICATIONS PAGE 2 OF 5

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.
Lubrication & Maintenance Agreement	Bidder will provide a 4-year/4000 hour total machine lubrication and maintenance agreement as part of the base bid to include all labor, parts, oil, mileage and travel time to perform preventative maintenance at 250 hour service intervals, including oil and filter disposal. The City's responsibility will be to perform daily maintenance and inspection as recommended by manufacturer. Bidder shall include a copy of the actual lubrication and maintenance contract with their bid. Failure to comply may cause bid rejection.
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, 5050 West Old Postash Highway, Grand Island, Nebraska 68803, by commercial freight, rail or truck. Equipment shall not be towed in whole or part <u>or</u> driven in excess of 5 miles without the express authorization of purchaser. Units are to be delivered completely serviced and ready for operation.
Delivery Date	Equipment shall be delivered <u>no later than</u> May 1, 2014.
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.

GENERAL SPECIFICATIONS PAGE 3 OF 5

- Trade-In** Successful bidder will include in said bid a trade-in value and accept as trade-in existing 2010 Caterpillar 938H wheel loader with approximately 2,450 hours, Serial No. MJC00910 and one (1) 4.5 cubic yard capacity utility bucket with Caterpillar Fusion coupler. Wheel loader is equipped with four (4) well-worn, foam-filled tires. 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.
- 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

GENERAL SPECIFICATIONS PAGE 4 OF 5

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.

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
- Economy of operation
- 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.

GENERAL SPECIFICATIONS PAGE 5 OF 5

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.

Mary Lou Brown
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.

MINIMUM BID SPECIFICATIONS PAGE 1 OF 5
35,000 Pound Four Wheel Drive Front End Loader

The unit described shall be a new, current year manufacture, four wheel drive front end loader 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: Units may be utilized for other applications in addition to Transfer Station/Landfill waste disposal operations. Units shall be equipped with quick coupler system described in section 8 of these specifications and capable of handling various attachments.

REQUIRED MINIMUM SPECIFICATIONS

1. Operating Weight:

35,000 pounds minimum SAE weight exclusive of tire ballast, sufficient counter weights required as needed to balance bucket size and attachments.

2. Engine:

173 minimum SAE net horsepower turbocharged 6 cylinder diesel engine; bidder shall state engine design, wet sleeve liner or solid block, and provide fuel consumption/performance chart with bid proposal. Will meet current EPA Interim Tier IV emission regulations.

3. Transmission:

Full power shift with torque converter or hydrostat transmission with variable shift. Minimum four forward and three reverse speeds with auto-shift and down shift control button on hydraulic control lever. Machine also will have a transmission directional switch that operates from the hydraulic control lever (F-N-R).

4. Steering:

Fully hydraulic with 2 double-acting hydraulic cylinders.
Minimum 40-degree articulation each way.
Maximum machine turning circle (curb to curb) over the bucket of not greater than 242 inches.

5. Drive Axles:

Planetary gear drive to each axle. Automatic locking or limited slip, hydraulically actuated differential lock/unlock engageable on the go under full power in any gear required on both axles.
No-Spin differential is not acceptable.

6. Brakes:

Service brakes shall be self-adjusting, heavy duty, and capable of continuous landfill application with full protection and guarding. Bidder shall state brake system type and specifications.

MINIMUM BID SPECIFICATIONS PAGE 2 OF 5

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.

7. Tires/Rims:

Unit will be equipped with Titan, LD250, L-5, 20 ply 20.5 x 25.00 bias-ply tires.

8. Loader:

Loader shall have a minimum bucket hinge pin height of 156 inches. Loader arms will be one-piece design and not added extensions. No roll-out buckets allowed.

Loader shall have automatic return-to-dig, bucket self-leveling, and boom height control. Loader shall be equipped with hydraulically actuated male and female quick coupling system. Coupler system shall be compatible with the City's six existing Caterpillar Fusion attachments.

Minimum breakout force of 26,000 pounds required. Minimum static tipping load (straight) of 25,000 pounds required. The loader shall be equipped with ride control that reduces fore and aft pitch for a smooth ride. Ride control shall have on-off and auto capability.

9. Bucket:

4 cubic yard capacity utility bucket equipped with reversible bolt-on cutting edges and compatible with Caterpillar Fusion coupler (or equivalent).

10. Hydraulic System:

The hydraulic system shall have an independent engine driven pump, replaceable filter, hydraulic oil sight gauge, and be the most efficient system available to ensure best machine performance.

Hydraulic system shall be a three (3) spool valve configuration, single joystick control with auxiliary third function built into the joystick. Third valve function shall be to operate additional mounted equipment such as angle blade, grapple fork, etc. Third valve shall be plumbed up to quick coupler on loader boom and equipped with quick couplings for 3rd valve lines.

11. Cooling System:

Heavy duty pressurized liquid cooling system, including HD trash style radiator with six-fins/inch minimum shall be required. Radiators shall be filled with manufacturer's approved anti-freeze solution that provides protection to at least -38 degrees F. Transmission and hydraulic oil coolers shall be provided if available from manufacturer.

Machine shall be equipped with factory installed auto-reversing style fan with air-borne debris grill. Fan shall be automatic and can be overridden from an activation switch from within the cab.

MINIMUM BID SPECIFICATIONS PAGE 3 OF 5

12. Electrical:

Batteries shall be heavy-duty minimum maintenance or maintenance free with minimum reserve capacity rating of 200 minutes. Alternator shall be a minimum 50 amps or larger if available. Unit shall have a minimum of two front and two rear H.I.D work lights, two combination stop/tail lights, and a lighted instrument panel. Unit shall be radio frequency shielded and compatible with 12 volt two way radio equipment including voltage to 12 volts if required.

13. Cab:

Unit shall have a fully enclosed steel sound-suppressed cab that provides roll over protection in accordance with S.A.E. J394, S.A.E. 1040C, and ISO 3471. Integral ROPS desired. Cab shall include: factory air conditioning, heater, defroster, front and rear windshield wiper/washers, dome light, floor mat, tinted safety glass, and interior and exterior rear view mirrors. Operator's seat shall be fabric deluxe air suspension type from manufacturer. Seat belt shall be required.

14. Cab Instrumentation:

Cab instrumentation shall have dash mounted gauges and/or monitoring system to include: transmission temperature, engine coolant temperature, engine oil pressure, parking brake engagement, hydraulic filter restriction, fuel, alternator, and electric hour meter. Engine coolant, engine oil pressure, and brake pressure shall include audible and visual warning.

15. On-Board Scale:

Unit shall be equipped with factory-installed scale or equivalent weight management system, capable of stationary and/or on-the-go weighing. Scale will be accurate to $\pm 1.5\%$ measurable in pounds. Availability of system records will include date, time, weight, and material identification and truck identification numbers. Literature of scale operation, specifications and manufacture will be included with bid. Scale needs to be wired separate from ignition switch with it's own on/off switch. Scale warranty shall coincide with full machine warranty.

16. Additional Equipment:

Unit shall be equipped with all standard equipment and shall include: ignition switch, foot throttle, horn, cold weather starting aid, engine block heater, air intake turbine style trash resistant pre-cleaner, dry type air cleaner with safety element and restriction indicator, muffler, hinged lockable engine compartment, front and rear fenders, (front fenders must be removable) reverse warning alarm, primary and secondary engine fuel filters, mounting steps and safety hand holds, vandal protection, overhead strobe warning light visible up to 500 yards, AM-FM radio factory installed, and factory installed rearview camera and cab-mounted monitor which is easily viewable from operator's seat. Additional guarding shall include, but not be limited to; fuel tank guard, hydraulic tank guard, drive shaft guard (or hydrostat component guard), powertrain guard, cable ladder and additional guarding to prevent damage to the automatic lubrication system lines and hoses. Equipment must have factory-installed automatic lubrication system to lubricate all pins and bushings; auto lubrication system must carry the same warranty as specified in general specifications.

17. Manuals:

A. Complete operator's manuals and complete service manuals including bulletins.

MINIMUM BID SPECIFICATIONS PAGE 4 OF 5

- B. Complete equipment parts manuals.
- C. Complete engine parts manuals.
- D. Operators, service, and parts manuals for supplementary or optional equipment or components.

18. Warranty:

See General Specifications for Warranty.

19. Lubrication & Maintenance Agreement:

See General Specifications for Lubrication and Maintenance Agreement.

20. 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 25 mile radius within 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. All repair and 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, warranty repairs and repairs purchased from the seller 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 for repairs at the City's facilities.
- D. The bidder shall have the ability to provide service and repair work if so requested by the City during weekends, holidays, and nights.
- E. In the event any warranty service and repairs cannot be completed by bidder with 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 able to get parts within a day's time.

MINIMUM BID SPECIFICATIONS PAGE 5 OF 5

Bidder shall attach the proposed program for parts and service availability for evaluation. Review of bidders ability to provide prompt and dependable parts and service may be used in determining lowest, qualified bidder.

21. Demonstration:

The vendor or manufacturer of any machine, which is seriously considered for award shall at the request of the customer, demonstrate the machine at a mutually agreed time and location and in the presence of authorized customer representatives. Failure of the demonstration to meet customer's requirements may be judged as non-conformance to these specifications.

22. Delivery:

Unit shall be delivered to the Grand Island Transfer Station, 5050 West Old Potash Highway, Grand Island, Nebraska, between the hours of 8:00 a.m. and 4:00 p.m. Central Time Monday through Friday. City shall receive forty-eight (48) hours notice prior to delivery of unit. Delivery must be no later than May 1, 2014.

23. Repurchasing Agreement:

The City will use the amount quoted under the repurchase agreement portion of the bid in determining the most favorable bid for the City of Grand Island.

A. Repurchase agreement. Bidder guarantees to repurchase machine for a pre-determined value for any of the following time periods:

- 1) One (1) year or 1,000 hours from date of delivery.
- 2) Two (2) years or 2,000 hours from date of delivery.
- 3) Three (3) years or 3,000 hours from date of delivery.
- 4) Four (4) years or 4,000 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 and the four (4) year guaranteed repurchasing price 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) 2014 Model 35,000 Pound Four Wheel Drive Front End Loader

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) 2014 Model 35,000 Pound, Four Wheel Drive Front End Loader

Base Price * \$ _____

Trade-In \$ _____

Repurchasing Agreement

- 1 year or 1,000 hours \$ _____
- 2 years or 2,000 hours \$ _____
- 3 years or 3,000 hours \$ _____
- 4 years or 4,000 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.

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) 2014 Model 35,000 Pound Four-Wheel Drive Front End Loader

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 _____, 2013.

Respectfully submitted,

Company

Signature of Bidder

Name (Print or Type)

Title

Address

Telephone Number

Fax Number