

**BOARD OF COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION AWARDING BID FOR ONE (1) COMPACT TRACK LOADER FOR THE**  
**PUBLIC WORKS DEPARTMENT**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for the compact track loader have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

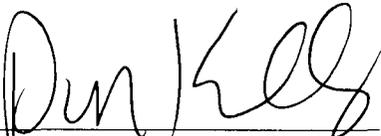
WHEREAS, based on those proceedings, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

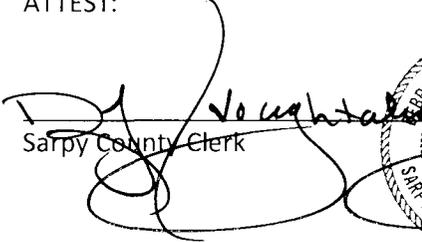
NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

1. Based upon the recommendation of the Purchasing Department, and upon a comparison of the bids to the bid specifications, the bid is hereby awarded to the low bidder Bobcat of Omaha for One (1) Compact Track Loader in the amounts of \$44,555 base bid for 2016 Bobcat T590; Option 1 – 2 trade in units (2003 S185 and 2004 A300) deduct of \$26,500; Option 2 – Guaranteed buy back of \$3,600 with less than 300 hours for year 1 as specified within the RFP is accepted, ratified, and confirmed.
2. This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 29th day of March, 2016.

  
 Sarpy County Board Chairman

ATTEST:

  
 Sarpy County Clerk



# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE, SUITE 1220  
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent  
(402) 593-2349  
Debby Peoples, Asst. Purchasing Agent  
(402) 593-4164  
Beth Garber, Purchasing/Contract Administrator  
(402) 593-4476

## MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Award Bid for Compact Track Loader

On March 17, 2016, one (1) bid was opened for the Compact Track Loader for Public Works. After reviewing the bid, it is recommended we award the bid to Bobcat of Omaha for \$18,055.00. The bid includes:

- Base bid – 2016 Bobcat T590 (\$44,555)
- 2 trade ins – 2003 S185 and 2004 A300 (\$26,500 deduct)
- Guaranteed buy back – allowing the unit to be traded in after 1 year and less than 300 hours for \$3,600

The RFP was distributed to multiple companies; however the new loader was required to be compatible with the County's existing attachments. Fleet Services identified a list of ten (10) Bobcat attachments within the County. The prices for the attachments range from \$700 up to \$5,000 each.

Please feel free to contact me with any questions at [bgarber@sarpy.com](mailto:bgarber@sarpy.com).

March 22, 2016

  
Beth Garber

cc: Deb Houghtaling  
Mark Wayne  
Scott Bovick  
Brian Hanson  
Rich Weber  
George Funderburk

One (1) Compact Track Loader  
for the  
Public Works Department

Bid Opening:  
2:00 p.m., Thursday  
March 17, 2016

		<b>Bobcat of Omaha</b>
<b>Base Bid</b>		
01.	One (1) Compact Track Loader	\$44,555.00
<b>Option 1 - Trade In</b>		
02.	Machine 1 - 1983 Bobcat 2000	\$10,500.00
03.	Machine 2 - 2004 Bobcat A300	\$16,000.00
<b>Option 2 - Guaranteed Buy Back</b>		
04.	Guaranteed Buy Back - Year 1	\$3,600.00
	Maximum # of Hours	300
<b>Total Bid with Option 1</b>		<b>\$18,055.00</b>

# SARPY COUNTY

## FLEET SERVICE DEPARTMENT

15100 SOUTH 84<sup>TH</sup> STREET  
PAPILLION, NE 68046  
Phone 402-537-6980  
FAX 402-537-6999

FLEET MANAGER  
George Funderburk  
gfunderburk@sarpy.com

Date: March 21, 2016

To: Beth Garber  
From: George Funderburk  
Ref: Compact Track Loader

After reviewing the one bid for the Compact Track Loader. I would recommend that we purchase the bid from Bobcat of Omaha for 1 (one) Compact Track Loader Model T590 with trade-ins for a total price of \$18,500.00.

Any questions please give me a call.

CC: Rich Weber

## Beth Garber

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**From:** Rich Weber  
**Sent:** Monday, March 21, 2016 2:26 PM  
**To:** Beth Garber  
**Cc:** Denny Wilson; Dannielle Giese; George Funderburk; Rod Ripley  
**Subject:** Compact Loader Bid

Beth,

After reviewing the one bid from Bobcat of Omaha for the Compact Track Loader I would like to recommend that the Public Works Department accept the bid of \$18,055.00 from Bobcat of Omaha.

If you have any questions please give me a call.

Rich

*Rich Weber  
Street Operations Manager  
Sarpy County Public Works  
15100 so 84th st  
Papillion Ne, 68046-4627  
Office 402-537-6912*

## AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Bobcat of Omaha, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Compact Track Loader for the Public Works Department; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

### I. DUTIES OF VENDOR

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Compact Track Loader in conformity with each and every term, condition, specification, and requirements of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services

documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Public Works Department  
15100 S. 84<sup>th</sup> Street  
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

## II. DUTIES OF COUNTY

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

## III. BREACH

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

## IV. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling  
Clerk of Sarpy County  
1210 Golden Gate Drive Suite 1250  
Papillion, NE 68046

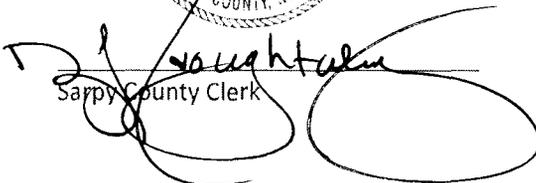
Vendor: Bobcat of Omaha  
Dustin Goodsell  
8701 S. 145<sup>th</sup> St.  
Omaha, NE 68138

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 29<sup>th</sup> day of March, 2016.

(Seal)

ATTEST:

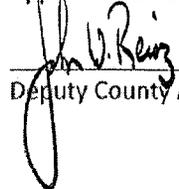


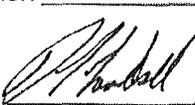
  
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

  
Chairperson  
Sarpy County Board of Commissioners

Approved As To Form:

  
Deputy County Attorney

Vendor: Bobcat of Omaha  
By:  Dustin Goodsell  
Title: Sales Specialist

# **SARPY COUNTY, NEBRASKA**

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## **REQUEST FOR PROPOSALS**

### **Compact Track Loader with Attachment For the Public Works Department**

#### **PROPOSALS DUE:**

2:00 p.m., Thursday, March 17, 2016

## General Information

### Notice to Vendors

Sarpy County is seeking proposals for one Compact Track Loader for the Public Works Department. The successful Vendor will enter into a Contract that incorporates both the RFP along with the submitted proposal.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., Thursday, March 17, 2016. Bids shall be in a sealed envelope, clearly marked "Sealed Bid – Compact Track Loader" and shall have the name of the Vendor, and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

**Requests for information and clarification questions must be received by March 10, 2016 at 12:00 p.m. in order for Sarpy County to have time to issue an addendum.**

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046, (402) 593-4476, bgarber@sarpy.com or via the internet at www.sarpy.com.

Vendors that obtain specifications from the internet sites are responsible for obtaining any addenda that may be added at a later time.

Bids must be sent to:

Deb Houghtaling  
Sarpy County Clerk's Office  
1210 Golden Gate Drive, Suite 1250  
Papillion, NE 68046

Bids not addressed and delivered to the above person will not be considered. Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Executive Meeting Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 2:00 p.m., Thursday, March 17, 2016.

All bids submitted shall be valid for a period of ninety (90) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B. Destination, freight prepaid, Sarpy County, Nebraska. The Vendor need not include sales tax in the bid. Sarpy County will, upon request, furnish the successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor's proposal.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

### **Procedures for Evaluation and Awarding of Bid**

Evaluation will be done by Beth Garber, Sarpy County Purchaser along with personnel from the Public Works Department. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site [www.sarpy.com](http://www.sarpy.com). The Commissioners award the bid by majority vote.

The following factors will be used to consider the award of the bid, where applicable:

- a) Compliance with all requirements.
- b) Price.
- c) The ability, capability, and skills of the Vendor to perform.
- d) The character, integrity, reputation, judgment, experience, and efficiency of the Vendor.
- e) The quality of previous performance.
- f) Whether the Vendor can perform within the time specified.
- g) The previous and existing compliance of the supplier with laws.
- h) The life-cost of the personal property or services in relation to the purchase price and specified use.
- i) The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
- j) The energy efficiency ratio as stated by the supplier.
- k) The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
- l) Such other information as may be secured having a bearing on the decision.

### **Terms and Conditions**

#### **1. Information, Discussion and Disclosures**

Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.

The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.

No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.

Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Garber, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046 or [bgarber@sarpy.com](mailto:bgarber@sarpy.com). **Requests must be received by March 10, 2016 at 12:00 p.m. in order for**

**Sarpy County to have time to issue an addendum. Requests received after deadline may not be considered.** In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

## 2. Addenda

All addenda will become part of this RFP and must be responded to by each Vendor.

All addenda must be acknowledged in writing in the bid submitted by the Vendor.

This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

## 3. Confidentiality of Documents

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of RFP information.

Any "proprietary, trade secret, or confidential commercial or financial" information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. **Pricing information is not considered financial information and therefore is not considered Confidential.** Please note: even if Vendor believes pricing information is confidential and includes it in a separate, sealed envelope, such information will be read aloud and entered into record during the public bid opening. For all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, the Vendor will be required to fully defend, in all forums, Sarpy County's refusal to produce such information; otherwise, Sarpy County will make such information public upon request.

## 4. Non-Discrimination Clause

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 2009), Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2010), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

## 5. Conflict of Interest Clause

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 2012), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review

or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

#### **6. Payment Terms**

The successful Vendor shall submit an itemized invoice for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery.

#### **7. Supplemental Terms and Conditions/Modifications**

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

#### **8. Termination**

Either party may terminate the Contract with ninety (90) days' written notice to the other.

#### **9. Residency Verification**

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).

- a) If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- b) The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

## **10. Breach**

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

## **11. Assignment**

The Vendor may not assign this Contract without the prior written consent of the County.

## **12. Subcontracting**

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

## **13. Independent Contractor**

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

## **14. Indemnity**

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

## **15. Deviations**

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

## **16. Exceptions**

These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.

## **17. Literature**

Vendor shall attach two (2) sets of detailed specifications or advertising literature of systems to the bid form. Any information necessary to show compliance with these requirements not given on the attached advertised data sheets shall be supplied in writing and attached to the bid proposal. Lack of sufficient information supplied with a proposal is cause for automatic rejection of such bid.

## **18. Company Information**

Vendor will provide the following company information on the bid form:

- a. Years in business;
- b. Number of employees; and,
- c. Total sales for last three (3) years.

## **19. References**

Each Vendor must include with its proposal a list of no less than three (3) current references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company along with the name, phone number, and email of a contact person for each company.

## **20. Tobacco Free Notice**

The use of tobacco is not permitted within the facilities or on the property of leased and owned Sarpy County buildings at any time including, but not limited to lawns, sidewalks, parking lots and vehicles on authorized County business.

## **Technical Specifications**

### **Scope**

The Compact Track Loader shall be the latest current model of proven performance and under standard production by the manufacturer and is to be of standard design. Complete as regularly advertised and marketed including all specified accessories, tools, and special features. All necessary parts for satisfactory operation of the equipment shall be furnished whether or not they may be specifically mentioned below. Complete detailed specifications and advertising data sheets with photographs must be attached to the bids on the identical equipment proposed. Any information necessary to show compliance with these specifications, in addition to information given on the advertising data sheets, shall be supplied in writing and attached to the bid proposal. The Compact Track loader must meet or exceed the following requirements.

**1. General**

**YES/NO**

- /   1. 12" rubber track unit.
- /   2. Unit to have hydraulically operated bucket and marketed for industrial use.
- /   3. All operating specification are based on current SAE standards and shall be the basis for determining compliance with specified requirements.
- /   4. The skid steer loader shall be a minimum of 66.0 net horsepower, turbo-charged, Tier 4 diesel engine and have a minimum 2,100 pound rated operating capacity.
- /   5. The skid steer loader shall have a maximum operating weight of 8283 pounds.
- /   6. The skid steer loader shall meet all OSHA and EPA requirements in effect on the date of bid opening.

**2. Engine – Diesel**

**YES/NO**

- /   1. Four cylinder, turbo charged diesel engine. Engine must meet EPA Tier 4 compliance without the aid of diesel particulate filter (DPF).
- /   2. Engine Make \_\_\_\_\_  
Model \_\_\_\_\_  
Engine Displacement cubic inches \_\_\_\_\_
- /   3. Dry-type air cleaner with primary and secondary elements with pre-cleaner.
- /   4. Fuel filter(s) with water separator.
- /   5. Cold weather package, spark arrestor muffler and glow plug cold weather assist shall be provided.
- /   6. Block type engine heater that is factory installed. Largest available wattage, 120 volt AC type.  
Specify wattage \_\_\_\_\_

- 7. Engine/ shutdown shall be provided as standard equipment and shall monitor engine coolant temperature, engine oil pressure and engine RPM to help prevent engine damage.
- 8. Lubrication – gear pump pressure system with full flow oil filter(s).
- 9. Heavy duty, metal fin, tube type radiator with coolant recovery system, filled with manufacturer approved extended life coolant to provide protection to at least -35 degrees F.
- 10. Loader shall be equipped with a hydraulically driven, variable speed fan.
- 11. Radiator access through a swing out grill to allow for easy cleaning, service and repairs.
- 12. Oil Cooler- tube type water cooled.
- 13. Exhaust System – spark arrestor muffler with vertical curved stack.
- 14. Engine shall be transversely mounted to provide easy access to daily maintenance items. Access shall be available through the rear door/tailgate and rear screen.
- 15. All power train components to have modular design for ease of removal for servicing.

**3. Drive System**

**YES/NO**

- 1. Shall have a fully hydrostatic track drive.
- 2. Transmission shall be variable tandem hydrostatic piston pumps, driving two fully reversing hydrostatic motors.
- 3. Hydrostatic piston pumps shall be belt driven from engine. Drive belt shall not require any adjustments.
- 4. Drive system standard travel speeds from 0 to 7 mph forward and reverse.
- 5. Drive system shall have two-speed travel from 7 to 10 mph.
- 6. Undercarriage shall be solid mounted to loader main frame with 4 rollers.
- 7. Steel rollers and idlers shall be permanently sealed and lubricated requiring no routine maintenance.

- /\_\_\_ 8. Track tension shall be adjusted by adding grease to the tensioning cylinder.
- /\_\_\_ 9. Rubber track shall have steel cables and embeds.
- /\_\_\_ 10. Tracks shall be 12" wide.
- /\_\_\_ 11. Parking brake shall be spring applied, pressure release multi-disk brake activated by manually operated switch on instrument panel.

**4. Operating Weight**

YES/NO

- /\_\_\_ 1. Minimum operating weight 7,870 lbs. SAE (including quick hitch system).  
Specify total operating weight \_\_\_\_\_ lbs.
- /\_\_\_ 2. Tipping load minimum 5,900 lbs.  
Specify total tipping weight \_\_\_\_\_ lbs.

**5. Hydraulic System**

YES/NO

- /\_\_\_ 1. Pump type shall be engine driven gear type pump for standard and high flow hydraulics.  
Specify hydraulic pump(s) Type \_\_\_\_\_
- /\_\_\_ 2. Hydraulic pump(s) capacity minimum of 16 gallon per minute on standard pump(s) with high flow option capacity minimum of 26 gallons per minute. Minimum operating pressure 3,000 PSI.  
Specify standard pump capacity \_\_\_\_\_ GPM  
Specify high flow pump capacity \_\_\_\_\_ GPM  
Specify operating PSI \_\_\_\_\_ PSI
- /\_\_\_ 3. Full flow filter system with replaceable filter(s).
- /\_\_\_ 4. Hydraulic tank mounted with isolation mounting to reduce noise and vibrations. Hydraulic oil level sight glass shall be easily visible from outside of loader.

- /\_\_\_ 5. Hydraulic oil cooler required.
- /\_\_\_ 6. Control valve shall be three 3-spool, open center series type with electric actuator controlled lift with float and tilt.
- /\_\_\_ 7. Front auxiliary hydraulic spool shall include a detent function in both forward and reverse directions.
- /\_\_\_ 8. Separate controls for the boom/lift and the bucket/tilt hydraulic functions.
- /\_\_\_ 9. Standard front auxiliary hydraulics shall be controlled by electrical switches located on the right steering lever handle or right hand joystick.
- /\_\_\_ 10. Auxiliary functions for standard and high flow attachments shall be standard equipment. Hydraulic lines shall be routed inside lift arms for auxiliary functions.
- /\_\_\_ 11. Auxiliary quick coupler block shall be integrated into the lift arm front and must be protected with steel guarding.
- /\_\_\_ 12. Bucket/lift control positioning shall be available as an option. Control shall include on/off switch inside of cab.
- /\_\_\_ 13. Relief valve(s) to be incorporated into hydraulic system to protect hydraulic components from damage.
- /\_\_\_ 14. Cylinders shall be double-acting type. Dual tilt cylinders shall have a cushioning feature on the dump and roll back.

**6. Quick Change System**

**YES/NO**

- /\_\_\_ 1. Attachment arrangement for quick-change system shall be adaptable to a (grinder, planer, snow blower, sweeper, bucket and fork attachments). Quick-change system shall be visible and operate from operator’s position without leaving the cab.  
  
**Controls for hydraulic quick-change system shall be cab mounted and be separate from the bucket/boom and auxiliary hydraulic controls.**
- /\_\_\_ 2. No attachments shall require more than three hydraulic hoses and one electrical line for operation.
- /\_\_\_ 3. Quick-change system to be compatible with all existing Sarpy County Bobcat attachments. All electrical connections for detachable equipment

must be plug and play. Extra plugs or rewiring existing equipment will not be accepted.

\_\_\_/\_\_\_

4. All cylinder(s), necessary hoses, piping and valves for quick (hitch) coupler will be supplied and properly mounted.

\_\_\_/\_\_\_

5. All pivot pins/bushings points on the quick coupler assembly to have lubrication fittings for greasing.

Specify quick hitch assembly:

Make \_\_\_\_\_

Model \_\_\_\_\_

### 7. Quick Change Bucket

#### YES/NO

\_\_\_/\_\_\_

1. General purpose 74" low profile bucket with quick-change system.

Specify SAE heaped capacity \_\_\_\_\_ cubic yards

Specify SAE struck capacity \_\_\_\_\_ cubic yards

\_\_\_/\_\_\_

2. Bucket to be equipped with bolt on cutting edge.

\_\_\_/\_\_\_

3. Bucket to be equipped with eight (8) bolt on teeth.

\_\_\_/\_\_\_

4. Dump clearance at full lift with bucket and edge at 42° discharge shall be a minimum of 90 inches. (SAE J732c)

Specify dump clearance at full lift \_\_\_\_\_ inches

### 8. Fuel Tank

#### YES/NO

\_\_\_/\_\_\_

1. Minimum capacity of 20 gallons.

Specify capacity: \_\_\_\_\_

\_\_\_/\_\_\_

2. Rubber mounting for fuel tank.

\_\_\_/\_\_\_

3. Fuel priming system required.

\_\_\_/\_\_\_

4. Ground level access for fueling required.

## 9. Electrical System

### YES/NO

- /\_\_\_ 1. Electrical system 12 volt.
- /\_\_\_ 2. Maintenance free battery with a minimum 600 C.C.A. at 0 degrees is required.  
Specify C.C.A. at 0° \_\_\_\_\_
- /\_\_\_ 3. Manufacturer's recommended heavy duty starter 12 volt.
- /\_\_\_ 4. Alternator type 12 volt, 90 amp minimum.  
Specify \_\_\_\_\_ amp
- /\_\_\_ 5. All wiring shall be marked and color coded in heavy looms. Wiring and looms shall be secured and protected from damage.
- /\_\_\_ 6. All electrical connectors shall be corrosion resistant, for protection against water, dirt, salt and calcium chloride solutions.

## 10. Cab – R.O.P.S. – Environmental

### YES/NO

- /\_\_\_ 1. The ROPS cab shall be of integral steel construction that meets the following criteria: SAE J1040 for rollover protection structure and falling protective structure.
- /\_\_\_ 2. The ROPS/FOPS cab shall meet criteria for falling objects protection structure: SAE J1043 May 2013 and ISO 3449 2013 level I.
- /\_\_\_ 3. Cab equipped with sound suppressed interior meeting minimum of 85 dB  
Specify dB (A) \_\_\_\_\_ interior.
- /\_\_\_ 4. Weather tight and well insulated pressurized cab.
- /\_\_\_ 5. Front door shall be a one piece curved design that opens to the side opposite of auxiliary hydraulics.
- /\_\_\_ 6. Door shall be equipped with positive hold back, so door won't swing.
- /\_\_\_ 7. Cab shall be equipped with optional selectable joystick control system (SJC). The system shall be available to allow operator to switch back and forth between foot control pedals or hand lever controls.

8. Cab shall be equipped with:

\_\_\_/\_\_\_

a. Front multi-speed intermittent electric windshield wiper and washer.

\_\_\_/\_\_\_

b. Door locks with ground level door release.

\_\_\_/\_\_\_

c. Pressurized heater/defroster with multi-speed controls.

Specify Heater BTU \_\_\_\_\_

\_\_\_/\_\_\_

d. Air conditioning with R134A refrigerant, multi-speed fans. Factory installed.

\_\_\_/\_\_\_

e. Deluxe, adjustable, vinyl, suspension high back seat with cushion head restraint. Seat equipped with adjustable armrest and with a retractable seat belt.

\_\_\_/\_\_\_

f. Accelerator/decelerator control.

\_\_\_/\_\_\_

g. Grab hand holds ergonomically located on the cab.

\_\_\_/\_\_\_

h. Keyless start for engine start/shut off.

\_\_\_/\_\_\_

i. Heavy duty insulated rubber floor mat.

\_\_\_/\_\_\_

j. Deluxe insulated headliner.

\_\_\_/\_\_\_

k. Operator restraint bar with gas assist cylinder. Operator restraint bar when raised, engages the park brake and neutralizes the transmission.

\_\_\_/\_\_\_

l. Cab shall be equipped with a weather resistant handbook.

\_\_\_/\_\_\_

m. Cab shall be equipped with a FM/AM radio.

\_\_\_/\_\_\_

n. Adjustable hand controls.

\_\_\_/\_\_\_

o. Adjustable foot pedals.

**11. Gauges – Electronic Monitoring System**

**YES/NO**

1. Gauges located in the cab:

\_\_\_/\_\_\_

a. Fuel level.

\_\_\_/\_\_\_

b. Engine coolant temperature.

2. Warning lights:

\_\_\_/\_\_\_  
\_\_\_/\_\_\_  
\_\_\_/\_\_\_  
\_\_\_/\_\_\_  
\_\_\_/\_\_\_

- a. Engine malfunction.
- b. Engine coolant temperature.
- c. Fuel level.
- d. General warning.
- e. Hydraulic malfunction.

3. Electronic monitoring system in cab. System to have audible alarm and/or warning light and indicator to signal problem(s):

\_\_\_/\_\_\_  
\_\_\_/\_\_\_  
\_\_\_/\_\_\_  
\_\_\_/\_\_\_  
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- a. Battery display.
- b. Engine preheat.
- c. Engine RPM.
- d. Maintenance clock.
- e. Hour meter.
- f. Service codes.
- g. Speed management.
- h. Digital clock.
- i. Help screen.
- j. System voltage.
- k. Password lockout.
- l. High flow lockout.
- m. Attachment control.

**12. Lights – Stop-Tail-Working-Warning**

**YES/NO**

\_\_\_/\_\_\_

1. Cab shall include two front work lights, two rear work lights, two tail lights, and two back-up lights with back-up alarm on rear of machine.

\_\_\_/\_\_\_

2. Cab interior lights/map lights.

\_\_\_/\_\_\_

3. Instrument control and gauge lights with dimmer switch.

\_\_\_/\_\_\_

4. All lights, accessories and cab environmental equipment to have back lighted switches with individual circuit protection.

\_\_\_/\_\_\_

5. Horn.

\_\_\_/\_\_\_

6. Slow moving vehicle (SMV) sign on rear.

**13. Tow Assembly, Front and Rear Guards**

YES/NO

- \_\_\_/\_\_\_ 1. Lift tie down eyes or hooks. Factory installed. Installation shall not interfere with front bucket and attachments.
- \_\_\_/\_\_\_ 2. Guards - engine, transmission, front and rear bottom. All guards factory installed and designed for easy maintenance of machine.

**14. Vandalism Protection**

YES/NO

- \_\_\_/\_\_\_ 1. Complete vandalism protection with locks. Included are: cab door with locks, hydraulic tank access/cap with lock, radiator access/cap with locks, fuel tank access/cap with locks, engine cover doors with locks.
- \_\_\_/\_\_\_ 2. All locks keyed alike.

**15. Miscellaneous**

YES/NO

- \_\_\_/\_\_\_ 1. Color – manufacturer’s standard color  
Specify Color \_\_\_\_\_

**16. Buy Back – Optional Bid Item**

YES/NO

- \_\_\_/\_\_\_ 1. Is a buy back option available?
- \_\_\_/\_\_\_ 2. How many hours can the unit be used before it must be turned back in or additional payment is made for extra hours used? \_\_\_\_\_
- \_\_\_/\_\_\_ 3. Cost per hour for any hours over the hour limit.  
\$ \_\_\_\_\_ per hour.
- \_\_\_/\_\_\_ 4. What is the cost for the year 1 buy back? \_\_\_\_\_

**17. Shop and Parts Manuals**

YES/NO

- \_\_\_/\_\_\_ 1. One (1) Operator Manual or CD ROM/Flash Drive.

- /\_\_\_ 2. One (1) Shop Repair Manual or CD ROM/Flash Drive.
- /\_\_\_ 3. One (1) Parts Manual or CD ROM/Flash Drive.
- /\_\_\_ 4. One (1) Electrical Manual or CD/Flash Drive.

**18. Delivery/Warranty**

**YES/NO**

- /\_\_\_ 1. Regular manufacturer's standard warranty, manufacturer's statement of origin and complete pre-delivery inspection certificates required with compact track loader delivery.
- /\_\_\_ 2. Manufacturer's standard warranty shall be stated in bid.  
  
State type/length of time \_\_\_\_\_
- /\_\_\_ 3. All warranty work to be performed within State of Nebraska and within sixty (60) miles of Sarpy County Fleet shop at 15100 S. 84<sup>th</sup> Street, Papillion, NE. 68046.
- /\_\_\_ 4. Mechanical or body repair required under manufacturer's warranty prior to use of the machine by the County shall be the responsibility of the selling dealer, including the transportation thereof.

**Option 1 – Trade In  
Machine #1**

**Model year: 1983  
Manufacturer: Bobcat  
Model: 2000  
Color: White  
Serial #: 5021M12158  
Hours: 4430**



Option 1 – Trade In  
Machine #2

Model year: 2004  
Manufacturer: Bobcat  
Model: A300  
Color: White  
Serial #: 521111637  
Hours: 1599



**EXCEPTIONS/CLARIFICATIONS/COMMENTS**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

**Sarpy County, Nebraska  
Bid Form**

**One (1) – Compact Track Loader**

Item	Description	Price
<b>Base Bid</b>		
01.	One (1) Compact Track Loader	\$ _____
<b>Option 1 – Trade In</b>		
02.	Trade In Machine #1	\$ _____
03.	Trade In Machine #2	\$ _____
<b>Option 2 – Guaranteed Buy Back</b>		
04.	Guaranteed Buy Back After Year 1 Maximum Number of Hours: _____	\$ _____

\*Prices are to be F.O.B. – 15100 S. 84<sup>th</sup> Street, Papillion, NE 68046

Make: \_\_\_\_\_ Year: \_\_\_\_\_

Model: \_\_\_\_\_ Engine: \_\_\_\_\_

Torque: \_\_\_\_\_ Horsepower: \_\_\_\_\_ Alternator Size: \_\_\_\_\_

Ampere: \_\_\_\_\_ Battery Size: \_\_\_\_\_ CCA @ 0 deg. F: \_\_\_\_\_

Fuel tank size: \_\_\_\_\_ Hydraulic tank size: \_\_\_\_\_ Warranty: \_\_\_\_\_

DELIVERY DATE: \_\_\_\_\_

**Company Information**

Years in business: \_\_\_\_\_

# of employees: \_\_\_\_\_

Total sales last 3 years: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**References within 60 miles of 68046**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Date of Purchase: \_\_\_\_\_ Email: \_\_\_\_\_  
Model of machine purchased: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Date of Purchase: \_\_\_\_\_ Email: \_\_\_\_\_  
Model of machine purchased: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Date of Purchase: \_\_\_\_\_ Email: \_\_\_\_\_  
Model of machine purchased: \_\_\_\_\_

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 \_\_\_\_\_  
Addendum #2 \_\_\_\_\_

**Attachments:**            **Literature/Cut-sheets**  
                                 **Warranty Information**

_____	_____
Company Name	Company Representative (Please print)
_____	_____
Authorized Signature	Telephone Number
_____	_____
Address	Fax Number
_____	_____
City, State & Zip	E-Mail Address

**\*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.**

**Exhibit "A"**  
**AGREEMENT**

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and \_\_\_\_\_, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Compact Track Loader for the Public Works Department; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Compact Track Loader in conformity with each and every term, condition, specification, and requirements of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Public Works Department  
15100 S. 84<sup>th</sup> Street  
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

## II. DUTIES OF COUNTY

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

## III. BREACH

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

## IV. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling  
 Clerk of Sarpy County  
 1210 Golden Gate Drive Suite 1250  
 Papillion, NE 68046

Vendor: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2016.

(Seal) COUNTY OF SARPY, NEBRASKA,  
 A body Politic and Corporate

ATTEST:

\_\_\_\_\_  
Sarpy County Clerk

\_\_\_\_\_  
Chairperson  
Sarpy County Board of Commissioners

Approved As To Form:  
  
\_\_\_\_\_  
Deputy County Attorney

Vendor: \_\_\_\_\_  
  
By: \_\_\_\_\_  
  
Title: \_\_\_\_\_

# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE, SUITE 1220  
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent  
(402) 593-2349  
Debby Peoples, Asst. Purchasing Agent  
(402) 593-4164  
Beth Garber, Purchasing/Contract Administrator  
(402) 593-4476

## Addendum #1

### Compact Track Loader with Attachment For the Public Works Department

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**Clarification #1:** Option 1 – Trade-In Machine #1 should be replaced with the attached machine.

**Question #1:** Do your Trade-Ins come with or without buckets?

**Response:** Machine #1 will come with a tooth bucket and Machine #2 will not have a bucket.

**Question #2:** 10. Cab – R.O.P.S. – Environment; 7. Which type of controls are you looking to get for this machine as both the SJC and ACS options are listed? ACS is switchable between foot and hand controls and the SJC is all hand controls.

**Response:** The County desires ACS switchable between foot and hand.

**All other terms and conditions remain unchanged.  
Vendor must acknowledge Addendum on Bid Form.**

**Option 1 – Trade In**  
**Machine #1 – As clarified in Addendum #1**

**Model year: 2003**  
**Manufacturer: Bobcat**  
**Model: S185**  
**Color: White**  
**Serial #: 5190335059**  
**Hours: 3660**



# **SARPY COUNTY, NEBRASKA**

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## **REQUEST FOR PROPOSALS**

### **Compact Track Loader with Attachment**

For the

### **Public Works Department**

**PROPOSALS DUE:**

**2:00 p.m., Thursday, March 17, 2016**

## General Information

### Notice to Vendors

Sarpy County is seeking proposals for one Compact Track Loader for the Public Works Department. The successful Vendor will enter into a Contract that incorporates both the RFP along with the submitted proposal.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., Thursday, March 17, 2016. Bids shall be in a sealed envelope, clearly marked "Sealed Bid – Compact Track Loader" and shall have the name of the Vendor, and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

**Requests for information and clarification questions must be received by March 10, 2016 at 12:00 p.m. in order for Sarpy County to have time to issue an addendum.**

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046, (402) 593-4476, bgarber@sarpy.com or via the Internet at www.sarpy.com.

Vendors that obtain specifications from the Internet sites are responsible for obtaining any addenda that may be added at a later time.

Bids must be sent to:

Deb Houghtaling  
Sarpy County Clerk's Office  
1210 Golden Gate Drive, Suite 1250  
Papillion, NE 68046

Bids not addressed and delivered to the above person will not be considered. Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Executive Meeting Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 2:00 p.m., Thursday, March 17, 2016.

All bids submitted shall be valid for a period of ninety (90) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B. Destination, freight prepaid, Sarpy County, Nebraska. The Vendor need not include sales tax in the bid. Sarpy County will, upon request, furnish the successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor's proposal.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

### **Procedures for Evaluation and Awarding of Bid**

Evaluation will be done by Beth Garber, Sarpy County Purchaser along with personnel from the Public Works Department. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site [www.sarpy.com](http://www.sarpy.com). The Commissioners award the bid by majority vote.

The following factors will be used to consider the award of the bid, where applicable:

- a) Compliance with all requirements.
- b) Price.
- c) The ability, capability, and skills of the Vendor to perform.
- d) The character, integrity, reputation, judgment, experience, and efficiency of the Vendor.
- e) The quality of previous performance.
- f) Whether the Vendor can perform within the time specified.
- g) The previous and existing compliance of the supplier with laws.
- h) The life-cost of the personal property or services in relation to the purchase price and specified use.
- i) The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
- j) The energy efficiency ratio as stated by the supplier.
- k) The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
- l) Such other information as may be secured having a bearing on the decision.

### **Terms and Conditions**

#### **1. Information, Discussion and Disclosures**

Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.

The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.

No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.

Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Garber, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046 or [hgarber@sarpy.com](mailto:hgarber@sarpy.com). Requests must be received by March 10, 2016 at 12:00 p.m. in order for

**Sarpy County to have time to issue an addendum. Requests received after deadline may not be considered.** In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

## **2. Addenda**

All addenda will become part of this RFP and must be responded to by each Vendor.

All addenda must be acknowledged in writing in the bid submitted by the Vendor.

This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

## **3. Confidentiality of Documents**

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of RFP information.

Any "proprietary, trade secret, or confidential commercial or financial" information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. **Pricing information is not considered financial information and therefore is not considered Confidential.** Please note: even if Vendor believes pricing information is confidential and includes it in a separate, sealed envelope, such information will be read aloud and entered into record during the public bid opening. For all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, the Vendor will be required to fully defend, in all forums, Sarpy County's refusal to produce such information; otherwise, Sarpy County will make such information public upon request.

## **4. Non-Discrimination Clause**

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 2009), Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2010), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

## **5. Conflict of Interest Clause**

Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 2012), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review

or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

#### **6. Payment Terms**

The successful Vendor shall submit an itemized invoice for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery.

#### **7. Supplemental Terms and Conditions/Modifications**

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

#### **8. Termination**

Either party may terminate the Contract with ninety (90) days' written notice to the other.

#### **9. Residency Verification**

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).

- a) If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- b) The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

**10. Breach**

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

**11. Assignment**

The Vendor may not assign this Contract without the prior written consent of the County.

**12. Subcontracting**

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

**13. Independent Contractor**

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

**14. Indemnity**

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

**15. Deviations**

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

**16. Exceptions**

These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.

## **17. Literature**

Vendor shall attach two (2) sets of detailed specifications or advertising literature of systems to the bid form. Any information necessary to show compliance with these requirements not given on the attached advertised data sheets shall be supplied in writing and attached to the bid proposal. Lack of sufficient information supplied with a proposal is cause for automatic rejection of such bid.

## **18. Company Information**

Vendor will provide the following company information on the bid form:

- a. Years in business;
- b. Number of employees; and,
- c. Total sales for last three (3) years.

## **19. References**

Each Vendor must include with its proposal a list of no less than three (3) current references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company along with the name, phone number, and email of a contact person for each company.

## **20. Tobacco Free Notice**

The use of tobacco is not permitted within the facilities or on the property of leased and owned Sarpy County buildings at any time including, but not limited to lawns, sidewalks, parking lots and vehicles on authorized County business.

## **Technical Specifications**

### **Scope**

The Compact Track Loader shall be the latest current model of proven performance and under standard production by the manufacturer and is to be of standard design. Complete as regularly advertised and marketed including all specified accessories, tools, and special features. All necessary parts for satisfactory operation of the equipment shall be furnished whether or not they may be specifically mentioned below. Complete detailed specifications and advertising data sheets with photographs must be attached to the bids on the identical equipment proposed. Any information necessary to show compliance with these specifications, in addition to information given on the advertising data sheets, shall be supplied in writing and attached to the bid proposal. The Compact Track loader must meet or exceed the following requirements.

**1. General**

YES/NO

- X/ 1. 12" rubber track unit.
- X/ 2. Unit to have hydraulically operated bucket and marketed for industrial use.
- X/ 3. All operating specification are based on current SAE standards and shall be the basis for determining compliance with specified requirements.
- X/ 4. The skid steer loader shall be a minimum of 66.0 net horsepower, turbo-charged, Tier 4 diesel engine and have a minimum 2,100 pound rated operating capacity.
- X/ 5. The skid steer loader shall have a maximum operating weight of 8283 pounds.
- X/ 6. The skid steer loader shall meet all OSHA and EPA requirements in effect on the date of bid opening.

**2. Engine – Diesel**

YES/NO

- X/ 1. Four cylinder, turbo charged diesel engine. Engine must meet EPA Tier 4 compliance without the aid of diesel particulate filter (DPF).
- X/ 2. Engine Make Bobcat Engine  
Model 2.4L Bobcat Engine Tier 4  
Engine Displacement cubic inches 146 in<sup>3</sup>
- X/ 3. Dry-type air cleaner with primary and secondary elements with pre-cleaner.
- X/ 4. Fuel filter(s) with water separator.
- X/ 5. Cold weather package, spark arrestor muffler and glow plug cold weather assist shall be provided.
- X/ 6. Block type engine heater that is factory installed. Largest available wattage, 120 volt AC type.  
Specify wattage 120V Ac type

- 7. Engine/ shutdown shall be provided as standard equipment and shall monitor engine coolant temperature, engine oil pressure and engine RPM to help prevent engine damage.
- 8. Lubrication – gear pump pressure system with full flow oil filter(s).
- 9. Heavy duty, metal fin, tube type radiator with coolant recovery system, filled with manufacturer approved extended life coolant to provide protection to at least -35 degrees F.
- 10. Loader shall be equipped with a hydraulically driven, variable speed fan.
- 11. Radiator access through a swing out grill to allow for easy cleaning, service and repairs.
- 12. Oil Cooler- tube type water cooled.
- 13. Exhaust System – spark arrestor muffler with vertical curved stack.
- 14. Engine shall be transversely mounted to provide easy access to daily maintenance items. Access shall be available through the rear door/tailgate and rear screen.
- 15. All power train components to have modular design for ease of removal for servicing.

**3. Drive System**

**YES/NO**

- 1. Shall have a fully hydrostatic track drive.
- 2. Transmission shall be variable tandem hydrostatic piston pumps, driving two fully reversing hydrostatic motors.
- 3. Hydrostatic piston pumps shall be belt driven from engine. Drive belt shall not require any adjustments.
- 4. Drive system standard travel speeds from 0 to 7 mph forward and reverse.
- 5. Drive system shall have two-speed travel from 7 to 10 mph.
- 6. Undercarriage shall be solid mounted to loader main frame with 4 rollers.
- 7. Steel rollers and idlers shall be permanently sealed and lubricated requiring no routine maintenance.

- X/ 8. Track tension shall be adjusted by adding grease to the tensioning cylinder.
- X/ 9. Rubber track shall have steel cables and embeds.
- X/ 10. Tracks shall be 12" wide.
- X/ 11. Parking brake shall be spring applied, pressure release multi-disk brake activated by manually operated switch on instrument panel.

**4. Operating Weight**

**YES/NO**

- X/ 1. Minimum operating weight 7,870 lbs. SAE (Including quick hitch system).  
Specify total operating weight 7870 lbs.
- X/ 2. Tipping load minimum 5,900 lbs.  
Specify total tipping weight 6000 lbs.

**5. Hydraulic System**

**YES/NO**

- X/ 1. Pump type shall be engine driven gear type pump for standard and high flow hydraulics.  
Specify hydraulic pump(s) Type engine driven gear type pump w/ standard & high flow option
- X/ 2. Hydraulic pump(s) capacity minimum of 16 gallon per minute on standard pump(s) with high flow option capacity minimum of 26 gallons per minute. Minimum operating pressure 3,000 PSI.  
Specify standard pump capacity 17.1 GPM  
Specify high flow pump capacity 26.7 GPM  
Specify operating PSI 3550 PSI
- X/ 3. Full flow filter system with replaceable filter(s).
- X/ 4. Hydraulic tank mounted with isolation mounting to reduce noise and vibrations. Hydraulic oil level sight glass shall be easily visible from outside of loader.

- X/ 5. Hydraulic oil cooler required.
- X/ 6. Control valve shall be three 3-spool, open center series type with electric actuator controlled lift with float and tilt.
- Y/ 7. Front auxiliary hydraulic spool shall include a detent function in both forward and reverse directions.
- X/ 8. Separate controls for the boom/lift and the bucket/tilt hydraulic functions.
- X/ 9. Standard front auxiliary hydraulics shall be controlled by electrical switches located on the right steering lever handle or right hand joystick.
- X/ 10. Auxiliary functions for standard and high flow attachments shall be standard equipment. Hydraulic lines shall be routed inside lift arms for auxiliary functions.
- X/ 11. Auxiliary quick coupler block shall be integrated into the lift arm front and must be protected with steel guarding.
- X/ 12. Bucket/lift control positioning shall be available as an option. Control shall include on/off switch inside of cab.
- X/ 13. Relief valve(s) to be incorporated into hydraulic system to protect hydraulic components from damage.
- X/ 14. Cylinders shall be double-acting type. Dual tilt cylinders shall have a cushioning feature on the dump and roll back.

**6. Quick Change System**

**YES/NO**

- X/ 1. Attachment arrangement for quick-change system shall be adaptable to a (grinder, planer, snow blower, sweeper, bucket and fork attachments). Quick-change system shall be visible and operate from operator's position without leaving the cab.  
  
**Controls for hydraulic quick-change system shall be cab mounted and be separate from the bucket/boom and auxiliary hydraulic controls.**
- X/ 2. No attachments shall require more than three hydraulic hoses and one electrical line for operation.
- X/ 3. Quick-change system to be compatible with all existing Sarpy County Bobcat attachments. All electrical connections for detachable equipment

must be plug and play. Extra plugs or rewiring existing equipment will not be accepted.

X/\_\_\_

4. All cylinder(s), necessary hoses, piping and valves for quick (hitch) coupler will be supplied and properly mounted.

X/\_\_\_

5. All pivot pins/bushings points on the quick coupler assembly to have lubrication fittings for greasing.

Specify quick hitch assembly:

Make Bobcat

Model Power Bobtach

### 7. Quick Change Bucket

#### YES/NO

X/\_\_\_

1. General purpose 74" low profile bucket with quick-change system.

Specify SAE heaped capacity 17.6 cubic yards

Specify SAE struck capacity 13 cubic yards

X/\_\_\_

2. Bucket to be equipped with bolt on cutting edge.

X/\_\_\_

3. Bucket to be equipped with eight (8) bolt on teeth.

X/\_\_\_

4. Dump clearance at full lift with bucket and edge at 42° discharge shall be a minimum of 90 inches. (SAE J732c)

Specify dump clearance at full lift 91.3 inches

### 8. Fuel Tank

#### YES/NO

X/\_\_\_

1. Minimum capacity of 20 gallons.

Specify capacity: 36.6

X/\_\_\_

2. Rubber mounting for fuel tank.

X/\_\_\_

3. Fuel priming system required.

X/\_\_\_

4. Ground level access for fueling required.

**9. Electrical System**

**YES/NO**

- X/ 1. Electrical system 12 volt.
- X/ 2. Maintenance free battery with a minimum 600 C.C.A. at 0 degrees is required.  
Specify C.C.A. at 0° 600
- X/ 3. Manufacturer's recommended heavy duty starter 12 volt.
- X/ 4. Alternator type 12 volt, 90 amp minimum.  
Specify 90 amp
- Y/ 5. All wiring shall be marked and color coded in heavy looms. Wiring and looms shall be secured and protected from damage.
- X/ 6. All electrical connectors shall be corrosion resistant, for protection against water, dirt, salt and calcium chloride solutions.

**10. Cab – R.O.P.S. – Environmental**

**YES/NO**

- X/ 1. The ROPS cab shall be of integral steel construction that meets the following criteria: SAE J1040 for rollover protection structure and falling protective structure.
- Y/ 2. The ROPS/FOPS cab shall meet criteria for falling objects protection structure: SAE J1043 May 2013 and ISO 3449 2013 level I.
- X/ 3. Cab equipped with sound suppressed interior meeting minimum of 85 dB  
Specify dB (A) 85 interior.
- X/ 4. Weather tight and well insulated pressurized cab.
- X/ 5. Front door shall be a one piece curved design that opens to the side opposite of auxiliary hydraulics.
- X/ 6. Door shall be equipped with positive hold back, so door won't swing.
- X/ 7. Cab shall be equipped with optional selectable joystick control system (SJC). The system shall be available to allow operator to switch back and forth between foot control pedals or hand lever controls.

8. Cab shall be equipped with:

X/\_\_

a. Front multi-speed intermittent electric windshield wiper and washer.

X/\_\_

b. Door locks with ground level door release.

X/\_\_

c. Pressurized heater/defroster with multi-speed controls.

Specify Heater BTU 33000 per hour

X/\_\_

d. Air conditioning with R134A refrigerant, multi-speed fans. Factory installed.

X/\_\_

e. Deluxe, adjustable, vinyl, suspension high back seat with cushion head restraint. Seat equipped with adjustable armrest and with a retractable seat belt.

X/\_\_

f. Accelerator/decelerator control.

X/\_\_

g. Grab hand holds ergonomically located on the cab.

X/\_\_

h. Keyless start for engine start/shut off.

X/\_\_

i. Heavy duty insulated rubber floor mat.

X/\_\_

j. Deluxe insulated headliner.

X/\_\_

k. Operator restraint bar with gas assist cylinder. Operator restraint bar when raised, engages the park brake and neutralizes the transmission.

X/\_\_

l. Cab shall be equipped with a weather resistant handbook.

X/\_\_

m. Cab shall be equipped with a FM/AM radio.

X/\_\_

n. Adjustable hand controls.

X/\_\_

o. Adjustable foot pedals.

#### 11. Gauges – Electronic Monitoring System

##### YES/NO

1. Gauges located in the cab:

X/\_\_

a. Fuel level.

X/\_\_

b. Engine coolant temperature.

2. Warning lights:
- a. Engine malfunction.
  - b. Engine coolant temperature.
  - c. Fuel level.
  - d. General warning.
  - e. Hydraulic malfunction.
3. Electronic monitoring system in cab. System to have audible alarm and/or warning light and indicator to signal problem(s):
- a. Battery display.
  - b. Engine preheat.
  - c. Engine RPM.
  - d. Maintenance clock.
  - e. Hour meter.
  - f. Service codes.
  - g. Speed management.
  - h. Digital clock.
  - i. Help screen.
  - j. System voltage.
  - k. Password lockout.
  - l. High flow lockout.
  - m. Attachment control.

**12. Lights – Stop-Tail-Working-Warning**

**YES/NO**

- 1. Cab shall include two front work lights, two rear work lights, two tail lights, and two back-up lights with back-up alarm on rear of machine.
- 2. Cab interior lights/map lights.
- 3. Instrument control and gauge lights with dimmer switch.
- 4. All lights, accessories and cab environmental equipment to have back lighted switches with individual circuit protection.
- 5. Horn.
- 6. Slow moving vehicle (SMV) sign on rear.

**13. Tow Assembly, Front and Rear Guards**

YES/NO

- X/ 1. Lift tie down eyes or hooks. Factory installed. Installation shall not interfere with front bucket and attachments.
- X/ 2. Guards - engine, transmission, front and rear bottom. All guards factory installed and designed for easy maintenance of machine.

**14. Vandalism Protection**

YES/NO

- X/ 1. Complete vandalism protection with locks. Included are: cab door with locks, hydraulic tank access/cap with lock, radiator access/cap with locks, fuel tank access/cap with locks, engine cover doors with locks.
- X/ 2. All locks keyed alike.

**15. Miscellaneous**

YES/NO

- X/ 1. Color – manufacturer's standard color  
Specify Color White, Black, + Orange

**16. Buy Back – Optional Bid Item**

YES/NO

- X/ 1. Is a buy back option available?
- X/ 2. How many hours can the unit be used before it must be turned back in or additional payment is made for extra hours used? 300
- X/ 3. Cost per hour for any hours over the hour limit.  
\$ 14 per hour.
- X/ 4. What is the cost for the year 1 buy back? 3600

**17. Shop and Parts Manuals**

YES/NO

- X/ 1. One (1) Operator Manual or CD ROM/Flash Drive.

- X/ 2. One (1) Shop Repair Manual or CD ROM/Flash Drive.
- Y/ 3. One (1) Parts Manual or CD ROM/Flash Drive.
- X/ 4. One (1) Electrical Manual or CD/Flash Drive.

**18. Delivery/Warranty**

YES/NO

- X/ 1. Regular manufacturer's standard warranty, manufacturer's statement of origin and complete pre-delivery inspection certificates required with compact track loader delivery.
- Y/ 2. Manufacturer's standard warranty shall be stated in bid.  
State type/length of time Bobcat Full Warranty 1yr
- X/ 3. All warranty work to be performed within State of Nebraska and within sixty (60) miles of Sarpy County Fleet shop at 15100 S. 84<sup>th</sup> Street, Papillion, NE. 68046.
- Y/ 4. Mechanical or body repair required under manufacturer's warranty prior to use of the machine by the County shall be the responsibility of the selling dealer, including the transportation thereof.

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. None
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

Sarpy County, Nebraska  
Bid Form

One (1) – Compact Track Loader

Item	Description	Price
<b>Base Bid</b>		
01.	One (1) Compact Track Loader	\$ <u>44,555</u>
<b>Option 1 – Trade In</b>		
02.	Trade In Machine #1	\$ <u>10,500</u>
03.	Trade In Machine #2	\$ <u>16,000</u>
<b>Option 2 – Guaranteed Buy Back</b>		
04.	Guaranteed Buy Back After Year 1 Maximum Number of Hours: <u>300</u>	\$ <u>3,600 per year</u>

\*Prices are to be F.O.B. -- 15100 S. 84<sup>th</sup> Street, Papillion, NE 68046

Make: Bobcat Year: 2016  
 Model: T590 Engine: Bobcat 2.4L Tier 4  
 Torque: 180.7 lbf-ft @ 1800 RPM's Horsepower: 66 Alternator Size: 90 amp  
 Ampere: 90 Battery Size: 12 volt, 60w cold cranking amp CCA @ 0 deg. F: 600  
 Fuel tank size: 36.6 Hydraulic tank size: 2 gallon / 9.5 gal system Warranty: 1yr Full

DELIVERY DATE: net 30 days

**Company Information**

Years in business: 35

# of employees: 36

Total sales last 3 years: 2015 - 30 million  
2014 - 26 million  
2013 - 24 million } = 80 million

References within 60 miles of 68046

Company Name: Core Bank  
Address: 12100 West Center Road  
Contact Name: \_\_\_\_\_ Phone Number: 402-333-9100  
Date of Purchase: \_\_\_\_\_ Email: \_\_\_\_\_  
Model of machine purchased: Personal Bank

Company Name: City of Omaha  
Address: 1819 Folsom St Omaha, NE 68183  
Contact Name: Mark Montz Phone Number: 402-444-5402  
Date of Purchase: 2-17-16 Email: \_\_\_\_\_  
Model of machine purchased: T770

Company Name: City of Council Bluffs  
Address: 209 Penn St Council Bluffs IA 51503  
Contact Name: \_\_\_\_\_ Phone Number: 712-328-4616  
Date of Purchase: 8-31-15 Email: \_\_\_\_\_  
Model of machine purchased: 5650 + T770

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 DLL  
Addendum #2 DLL

Attachments: Literature/Cut-sheets  
Warranty Information

Bobcat of Omaha  
Company Name  
[Signature]  
Authorized Signature  
8701 South 145th Street  
Address  
Omaha, NE 68138  
City, State & Zip

Dustin L. Goodsell  
Company Representative (Please print)  
402-895-6660  
Telephone Number  
402-884-2497  
Fax Number  
dustin.goodsell@bobcat-omaha.com  
E-Mail Address

\*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.

**Exhibit "A"**  
**AGREEMENT**

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Bobcat of Omaha hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Compact Track Loader for the Public Works Department; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

**I. DUTIES OF VENDOR**

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Compact Track Loader in conformity with each and every term, condition, specification, and requirements of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).

# United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

<input checked="" type="checkbox"/> I am a citizen of the United States.
— OR —
<input type="checkbox"/> I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	<u>Dustin Lynn Goodsell</u> <small>(first, middle, last)</small>
SIGNATURE	<u></u>
DATE	<u>03/07/16</u>

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Public Works Department  
15100 S. 84<sup>th</sup> Street  
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

## II. DUTIES OF COUNTY

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

## III. BREACH

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

## IV. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling  
Clerk of Sarpy County  
1210 Golden Gate Drive Suite 1250  
Papillion, NE 68046

Vendor: Bobcat of Omaha  
attn: Dustin Gentsell  
8701 South 145th Street  
Omaha, NE 68138

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2016.

(Seal)

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

ATTEST:

\_\_\_\_\_  
Sarpy County Clerk

\_\_\_\_\_  
Chairperson  
Sarpy County Board of Commissioners

Approved As To Form:

Vendor: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE, SUITE 1220  
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent  
(402) 593-2349  
Debby Peoples, Asst. Purchasing Agent  
(402) 593-4164  
Beth Garber, Purchasing/Contract Administrator  
(402) 593-4476

## Addendum #1

### Compact Track Loader with Attachment For the Public Works Department

- 
- Clarification #1:** Option 1 – Trade-In Machine #1 should be replaced with the attached machine.
- Question #1:** Do your Trade-Ins come with or without buckets?
- Response:** Machine #1 will come with a tooth bucket and Machine #2 will not have a bucket.
- Question #2:** 10. Cab – R.O.P.S. – Environment; 7. Which type of controls are you looking to get for this machine as both the SJC and ACS options are listed? ACS is switchable between foot and hand controls and the SJC is all hand controls.
- Response:** The County desires ACS switchable between foot and hand.

**All other terms and conditions remain unchanged.  
Vendor must acknowledge Addendum on Bid Form.**

**Option 1 – Trade In**  
**Machine #1 – As clarified in Addendum #1**

**Model year: 2003**  
**Manufacturer: Bobcat**  
**Model: S185**  
**Color: White**  
**Serial #: 5190335059**  
**Hours: 3660**



**Option 1 – Trade in  
Machine #2**

**Model year: 2004  
Manufacturer: Bobcat  
Model: A300  
Color: White  
Serial #: 521111637  
Hours: 1599**





## Product Quotation

Quotation Number: 17387D018755

Date: 2016-02-25 16:56:18

Ship to	Bobcat Dealer	Bill To
Sarpy County Public Works Attn: ROD RIPLEY 15100 South 84th Street Papillion, NE 68046 Phone: (402) 537-8900	Bobcat of Omaha, Omaha, NE 8701 SOUTH 145TH STREET OMAHA NE 68138-3618 Phone: (402) 895-6660 Fax: 402-884-2497	Sarpy County Public Works Attn: ROD RIPLEY 15100 South 84th Street Papillion, NE 68046 Phone: (402) 537-6900
Contact: Dustin Goodsell Phone: 402-895-6660 Fax: 402-884-2497 Cellular: 402-510-6993 E Mail: dustingoodsell@bobcat-omaha.com		

Description	Part No	Qty	Price Ea.	Total
<b>T590 T4 Bobcat Compact Track Loader</b>	M0263	1	\$53,217.00	\$53,217.00
66.0 HP Tier 4 Turbo Diesel Engine	Lift Path: Vertical			
Auxiliary Hydraulics; Variable Flow	Lights, Front & Rear			
Backup Alarm	Operator Cab			
Bob-Tach	Includes: Adjustable Suspension Seat, Top & Rear			
Bobcat Interlock Control System (BICS)	Windows, Parking Brake, Seat Bar & Seat Belt			
Controls: Bobcat Standard	Roll Over Protective Structure (ROPS) meets SAE-J1040			
Cylinder Cushioning - Lift, Tilt	& ISO 3471			
Engine/Hydraulic Systems Shutdown	Falling Object Protective Structure (FOPS) meets SAE-			
Glow Plugs (Automatically Activated)	J1043 & ISO 3449, Level I; (Level II is available through			
Horn	Bobcat Parts)			
Instrumentation: Engine Temperature & Fuel Gauges,	Parking Brake: Spring Applied, Pressure Released			
Hourmeter, RPM and Warning Lights	(SAPR)			
Lift Arm Support	Solid Mounted Carriage with 4 Rollers			
	Tracks: Rubber, 12.6" Wide			
	Warranty: 12 Months, Unlimited Hours			
<b>A91 Option Package</b>	M0263-P01-A91	1	\$9,788.00	\$9,788.00
Cab enclosure with Heat and AC	Deluxe Instrument Panel			
High Flow Hydraulics	Keyless Start			
Two Speed Travel	Cold Weather Package			
Sound Reduction	Attachment Control Kit			
Hydraulic Bucket Positioning	Cab Accessories Package			
Power Bob-Tach	3-Point Seat Belt			
Advanced Control System (ACS)	M0263-R01-C03	1	\$1,575.00	\$1,575.00
Radio	M0263-R26-C02	1	\$417.00	\$417.00
74" Low Profile Bucket	6731421	1	\$1,065.00	\$1,065.00
--- Bolt-On Teeth (8)	6737322	8	\$26.00	\$208.00
<b>Total of Items Quoted</b>				<b>\$66,270.00</b>
Dealer P.D.I.				<b>\$200.00</b>
Freight Charges				<b>\$430.00</b>
Dealer Assembly Charges				<b>\$102.00</b>
Discount                      Municipal Discount				<b>(\$22,447.00)</b>
<b>Quote Total - US dollars</b>				<b>\$44,555.00</b>

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

**Customer Acceptance:**

Purchase Order: \_\_\_\_\_

**Authorized Signature:**

**Print:** \_\_\_\_\_ **Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_