

Event Number	18-112	Organization	Lincoln Purchasing
Event Title	Track Loader for Lancaster County Engineer	Workgroup	Lincoln Purchasing
Event Description		Event Owner	Sharon Mulder
Event Type	Bid	Email	smulder@lincoln.ne.gov
Issue Date	4/20/2018 04:33:13 PM (CT)	Phone	(402) 441-7428 x
Close Date	5/4/2018 12:00:00 PM (CT)	Fax	(402) 441-6513 x

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
KanEquip, Inc	Syracuse	NE	5/4/2018 07:19:03 AM (CT)	0	\$0.00
TITAN MACHINERY INC	LINCOLN	NE	5/3/2018 10:00:06 AM (CT)	1	\$67,500.00
MURPHY TRACTOR & EQUIPMENT	Lincoln	NE	5/4/2018 10:37:55 AM (CT)	1	\$182,850.00
NMC, Inc (Nebraska Machinery	Lincoln	NE	5/4/2018 11:08:47 AM (CT)	1	\$225,679.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

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

Bid Information	Contact Information	Ship to Information
Bid Creator Sharon Mulder Asst Purchasing Agent Email smulder@lincoln.ne.gov Phone (402) 441-7428 x Fax (402) 441-6513 x	Address Purchasing 440 S. 8th St. Lincoln, NE 68508 Contact Sharon Mulder Asst Purchasing Agent	Address Lancaster County Engineering 444 Cherrycreek Road, Bldg B Lincoln, NE 68528
Bid Number 18-112 Title Track Loader for Lancaster County Engineering Bid Type Bid Issue Date 4/20/2018 04:33 PM (CT) Close Date 5/4/2018 12:00:00 PM (CT)	Department Building Suite 200 Floor/Room Telephone (402) 441-7428 x Fax (402) 441-6513 x Email smulder@lincoln.ne.gov	Contact Department Building Floor/Room Telephone (402) 441-6321 x Fax Email purchasing@lincoln.ne.gov

Supplier Information

Company MURPHY TRACTOR & EQUIPMENT CO.INC.
Address 6100 Arbor Road

 Lincoln, NE 68517
Contact Tim Jindra
Department
Building
Floor/Room
Telephone (402) 467-1300
Fax (402) 467-1927
Email tjindra@murphytractor.com
Submitted 5/4/2018 10:37:54 AM (CT)
Total \$182,850.00

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

Signature Tim Jindra Email tjindra@murphytractor.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Purchase Order, Contract and Delivery Contact	The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded.	Tim Jindra tjindra@murphytractor.com 402-560-1300
4	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	90 days
5	Contact	Name of person submitting this bid:	Tim Jindra
6	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
7	Recycling of Corrugated Cardboard	I acknowledge that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors are encouraged to utilize recycling sites located throughout the city of Lincoln to dispose of corrugated cardboard.	Yes
8	Lifecycle Costing	Please complete and attach both pages the Lifecycle Costing sheets to the Vendor's Response Attachment Section of the E-bid.	Yes

- 9 U.S. Citizenship Attestation
- Is your company legally considered an Individual or Sole Proprietor: YES or NO No
- As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:
<http://www.sos.ne.gov/business/notary/citizenforminfo.html>
- All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.
- If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.
- 10 Warranty
- I acknowledge and understand that I have attached the equipment warranty information in the Vendor's Response Attachment Section of the E-bid per Specifications, Section 14.6 Yes
- 11 Electronic Signature
- Please check here for your electronic signature. Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	2018 or 2019 Track Loader	\$182,850.00

Manufacturer: Caterpillar, John Deere Manufacturer #: 953K, 655K

Item Notes: Please attach a brochure to the Vendor's Response Attachment Section of the E-bid, which shall include the technical specifications.

Supplier Notes: Spec.4.3 is 6.2 mph
Defroster fans not available. Hard copy manuals included.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide Manufacturer and Model bidding.	John Deere 655K
2	Cab Height	State the height of the cab.	10 ft. 3 in.
3	Decibel Levels	Please state decibel level in Operator's position per Specifications, Section 9. Please state decibel level in Bystanders position per Specifications, Section 9.	ISO6396 Operator - 77dba ISO6395 Bystander - 109dba
4	CD Manual Format	What is the price of a Manual in CD Format?	Operators, maintenance and safety - \$67 each Parts - \$230 each Repair - \$97 each
5	Electronic Manual Format	What is the price of a Manual in an Electronic Format?	Operators, maintenance and safety - \$58 Parts - \$200 Repair - \$84
Response Total:			\$182,850.00

Quote Id: 17289136

Prepared For:
LANCASTER COUNTY SHOP



Prepared By: **TIM JINDRA**

Murphy Tractor & Equipment
6100 Arbor Road
Lincoln, NE 68517
Tel: 402-467-1300
Mobile Phone: 402-853-4870
Fax: 402-467-1927
Email: tjindra@murphytractor.com

Date: 30 April 2018

Offer Expires: 29 June 2018

Confidential

Quote Summary

Prepared For:
 LANCASTER COUNTY SHOP
 444 Cherrycreek Rd
 Lincoln, NE 68528
 Business: 402-441-7775

Prepared By:
 TIM JINDRA
 Murphy Tractor & Equipment
 6100 Arbor Road
 Lincoln, NE 68517
 Phone: 402-467-1300
 Mobile: 402-853-4870
 tjindra@murphytractor.com

Quote Id: 17289136
Created On: 30 April 2018
Last Modified On: 03 May 2018
Expiration Date: 29 June 2018

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 655K CRAWLER LOADER	\$ 178,009.00 X	1 =	\$ 178,009.00
John Deere Extended Warranty-48mo/5000hr PT & Hyd. Powertrain & Hyd., 5000Total Hours or 48Total Months, \$ 0.00 Deductible	\$ 4,841.00 X	1 =	\$ 4,841.00
Sub Total			\$ 182,850.00
Equipment Total			\$ 182,850.00

Quote Summary	
Equipment Total	\$ 182,850.00
SubTotal	\$ 182,850.00
Total	\$ 182,850.00
Balance Due	\$ 182,850.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 17289136

Customer: LANCASTER COUNTY SHOP

JOHN DEERE 655K CRAWLER LOADER

Hours:
Stock Number:

Code	Description	Qty
9820T	655K CRAWLER LOADER	1
Standard Options - Per Unit		
170C	JDLINK Ultimate Cellular - 5 Years	1
3010	Joystick Steering with FNR, Variable Speed, Direction Control and Brake Pedal	1
3520	Auto-Reversing, Hydraulic-Drive Engine Fan	1
4530	22 In. (560 mm), Closed Center Double Grouser	1
5085	Cab with Air Conditioner and Heater	1
5885	Air Suspension Comfort Control High Back Fabric Seat	1
7110	Dual Axis Joystick Loader Controls Without Front Hydraulics	1
8010	Hydraulic And Hydrostatic Oil - Hydrau	1
8710	General Purpose Bucket	1
8820	Bolt-On Segments and Teeth (8)	1
9060	Severe Duty Fuel Filter & Water Separator with Heater	1
9070	Fluid Sampling Ports	1
9130	Single Stage Rotary Ejector Engine Air Precleaner	1
9530	Engine Block Heater	1
Service Agreements		
John Deere Extended Warranty - 48mo/5000hr PT & Hyd.		

4884 OF- Life Cycle Lancaster County Engineering

Track Loader 2018

Description		
Line#	County Engineering Data Use for Calculations	
1	Projected Number of Months in Service:	180
2	Projected Number of Hours of Operation per Month	45.0
3	Projected Total Number of Hours	8,100
4	Number of Maintenance Cycles Performed Per Year	2
5	Fuel Cost-per-Gallon	\$2.85
Net Cost		
6	Bid Price (Listed on ITB Line # 1)	\$ 182,850.00
Operating Costs		
Fuel		
9	Estimated Fuel Use Rate (Gallons Per Hour) "Rated RPM Full Load" or Highest Consumption Rate Tested and Documented Bidder shall supply manufacturers documentation prior to award.	3.40
10	Projected Number of Hours	8,100
11	Projected Total Gallons (Line 9 x Line 10)	27540
12	Fuel Cost-per-Gallon (LP gas) (Current eia-U.S. Energy Information Administration)	\$2.85
13	Total Estimated Fuel Cost (Line 11 x Line 12)	\$ 78,489.00
Estimated Maintenance Cost for Parts & Materials (Labor not included)		
14	Total Maintenance Cost (from Maintenance Cost Worksheet)	\$ 3,447.72
15	Total Operating Cost (Fuel + Maintenance) (Line 13 +Line 14)	\$ 81,936.72
16	Total Life-Cycle Cost (Net Cost, Line 8 +Total Operating Cost. Line 15)	\$ 264,786.72
17	(Total Life-Cycle Cost divided by Total Hours) (Line 16/Line 3)	\$ 32.69

**STANDARD WARRANTY FOR NEW JOHN DEERE
CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS – US & Canada**

- **Construction, Forestry & Commercial Worksite Products:** 12 months Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers:** 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment:** 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage.

Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURAL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. **Standard Warranty** does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. **Factory-Installed Undercarriage Warranty** covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. **StructurALL Warranty** for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture. If a particular component is not listed below it is not covered by StructurALL Warranty.**

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints (Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)); Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specially booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with baseament; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scanning and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.

4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

A. EXTENDED WARRANTY - GENERAL PROVISIONS.

During the coverage period, John Deere will repair or replace, at its option, covered components that were either factory installed components or genuine John Deere replacements installed by an authorized John Deere dealer ("Dealer"). Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below.

Under each coverage option, the Extended Warranty period begins when the product's corresponding Standard Warranty ends, and continues (unless terminated under Section E below) until the expiration selected on the face of this document. The coverage period ends after the specified number of months or when the machine's hour meter reaches the specified hour limitation, whichever occurs first.

Extended Warranty is available only through Dealers for John Deere products, and may be purchased at any time before the product's Standard warranty, or Extended Warranty expires. Extended Warranty is not effective unless and until (1) a properly completed application for coverage is submitted to John Deere, (2) and the coverage charge is paid. Once Extended Warranty becomes effective, John Deere's obligations hereunder extend only to the applicant identified on the first page of this document, unless remaining coverage is transferred to a subsequent purchaser of this product in accordance with Section H below.

B. FLUID ANALYSIS REQUIREMENT AND MAINTENANCE.

Fluid Analysis: As a condition of coverage, the following Extended Warranty contracts require fluid analysis:

- Extended Warranty Contracts on excavators with 100 horsepower and above.
 - All other Construction & Forestry products (including excavators under 100 horsepower) with Extended Warranty Contracts above 5000 coverage hours.
- Compact Excavators, Compact Track Loaders, Skid Steers, Compact Loaders, Scraper Tractors and Pull-Type Scrapers are excluded from this requirement. Owner is responsible for completing hydraulic/hydrostatic oil analysis at 500 hour intervals for specific models and hours of coverage. If sample frequency is not maintained, and repairs occur, Owner will be responsible for 20% of the repair cost. An oil sample using John Deere specifications must be submitted on or before the effective date of the Extended Warranty contract.

Maintenance: The Owner, at his or her own expense, must maintain the product in accordance with the product's Operator's manual and, upon request, provide adequate records verifying maintenance.

L SERIES SKIDDERS, L SERIES WHEELED FELLER BUNCHERS, M SERIES TRACKED FELLER BUNCHERS: Additional Fluid Analysis & Maintenance may be required. As a condition to receive a Powertrain Ultimate Uptime Extended Warranty and Preventative Maintenance contract, the following will be required:

- A Dealer must perform all major services, including without limitation, scheduled maintenance in accordance with the Operator's Manual for the duration of the Extended Warranty Term.
- Submit oil samples through ALS after every service interval, regardless of who performs the service (Owner or Dealer).
- Use John Deere parts and fluids for every service interval, regardless of who performs the service (Owner or Dealer).

FAILURE BY THE OWNER TO COMPLY WITH THESE REQUIREMENTS WILL VOID POWERTRAIN EXTENDED WARRANTY COVERAGE.

C. WHAT IS COVERED BY EXTENDED WARRANTY:

Not every product component is covered by Extended Warranty. Those components that are covered are listed below. If a particular component is not listed below, it is not covered by Extended Warranty.

1. Engine Only Coverage (excludes Cummins, Detroit Diesel and Hino Engines): If you purchased Engine Only Extended Warranty the following items are covered: Engine: engine and all components within, cylinder head and gasket, ECU, electronic engine-speed-control system, engine block, engine oil cooler and aftercooler, flywheel housing and gasket, front and rear engine seals, front damper, hydraulic actuator, injection nozzles, injection pump and gasket, manifolds and gaskets, oil pan and gasket, pressure/temperature sensors and sending units, pressure/temperature sensors and sending units-EGR system manifold, ring gear and flywheel, rocker arm cover and gasket, thermostats, timing gear cover, turbocharger and gaskets, water pump and gaskets.

2. Powertrain Coverage: If you purchased Powertrain Extended Warranty the engine items above are covered along with the following items: Engine: engine speed controls & linkages - excavators. Transmission/Axles/Hydrostatics: axle(s) and differentials(s), clutch housing (except dry clutch disk), driveshaft with universal joints, electronic and/or hydraulic control valves, excavator rotary manifold, Tracked Feller-Buncher rotary manifold, final drive, front wheel-drive sensors (not wiring harness), hydrostatic system components including: propel motor, hydrostatic/hydraulic pump and related control valves powering propel and/or swing function (not dig function), hydraulic-front-wheel-drive axle and wheel assembly (including drive pump and motor, electric control, solenoid control valve, and divider valve), mechanical-front-wheel-drive differential/axle assembly (with its driveshaft, universal joint and control), power take off clutch housing (scraper tractor only), pump and valve controller, reverser with control valve, splitter drive, swing motor and brake, swing gearbox and bearings, torque converter, transfer drive, transmission. Brakes: wet park brake pinion shaft, bearing, and bearing quill (motor graders only), wet service brakes, wet steering brakes and clutches. Electrical: sensors- rotary, starter (scraper tractor only). Electric-Drive Loaders: generator, electric motor, power electronics inverter (DLR), brake resistor, motor cable assembly, generator cable assembly, brake resistor cable assembly.

3. Powertrain plus Hydraulics Coverage: If you purchased Powertrain plus Hydraulics Extended Warranty, the engine and power train items above are covered along with the following hydraulic items: Transmission/Axles/Hydrostatics: accumulator and related relief valves (transmission), hydraulic differential lock valve & associated parts. Hydraulics: control & load holding valves, cylinder packing kits, hydraulic cylinders, hydraulic oil cooler, hydraulic pumps & motors & related control valves, hydraulic reservoir, locking pin cylinder, pilot controls. Brakes: brake accumulator (Articulated Dump Truck Only). Steering: crossover relief valve, priority valve, steering pump, steering valves and cylinders.

4. Full Machine Coverage: If you purchased Full Machine Extended Warranty the engine, powertrain, and powertrain plus hydraulic items above are covered along with the following non-powertrain items: (Please note: there is a \$200 deductible on all hydraulic and non-powertrain repairs when Full Coverage is purchased). Engine: engine mounts and support, engine oil lines, engine speed controls & linkages, filter mount, fuel lines, fuel tank and associated parts, fuel transfer pump & gasket, oil filler tube, pulleys, radiator and hoses, water piping. Transmission/Axles/Hydrostatics: control rods, differential lock valve & associated parts, external oil lines, filler tubes (transmission), filter screens, oil cooler, shift-control linkage, sending units and sensors.

Brakes: brake accumulator (Non ADT), brake pump, brake valve, pressure reducing valve, unloading valve. Electrical: alternator, gauges, indicators, instruments, sensors, starter, starter drive, starter solenoid, switches, voltage regulator, wiper motors, wiring harnesses. Factory Installed Air Conditioning: accumulator, clutch, compressor, condenser, dryer, evaporator, expansion valve, heater hose, pulley, seals & gaskets, temperature control programmer. Other: bucket linkages, circle drive gearbox, dump body (ADT only), fan & fan drive, motor grader circle, scarifier & ripper linkages, factory installed winch (skidders only). Steering: axles, secondary steering system components, spindles & supports, steering linkage, tie rod & tie rod ends. Structures: arm, articulation joint (incl. pins & bushings), bin frame, boom, car body, C-frame, circle frame, dipperstick, draft frame, engine frame, equipment frame, forklift mast & frame, grapple arch and grapple boom, loader arm, loader frame, mainframe, moldboard lift arm, rollover protection structure (ROPS), side frame, swing frame, track frame, X-frame, Z-bar, Pneumatic Components (ADT only): airline hoses & lines & fittings, air components of brake systems, four way protection valve, unloading valve.

D. ITEMS NOT COVERED. John Deere is not responsible for the following:

1. Parts/Kits not ordered on machine and installed aftermarket are not covered by the machine's Standard Warranty or Extended Warranty. These parts will be covered by any applicable parts warranty.
2. Attachments installed aftermarket are excluded from any Extended Warranty purchased for the machine - i.e. Winch not installed at factory.
3. Factory installed forestry attachments such as felling heads, saw heads, harvesters, delimiters and all Waralah attachments do not qualify for Extended Warranty.
4. Batteries, hoses, radios, tires, Cummins or Detroit Diesel engines.
5. Premiums charged for overtime labor requested by the Owner.
6. Costs for transporting the product to and from the place where service is performed, or service calls made by the repairing Dealer.
7. Depreciation and normal wear.
8. Damage caused by any of the following: a) Misuse or abuse of the machine; b) the application the machine is working in; c) lack of proper/required maintenance; d) failure to follow operating instructions; e) lack of protection during storage; f) vandalism; g) the elements; or h) collision or other accidents.
9. Normal maintenance and replacement of maintenance and wear items such as: filters, oils, coolants and conditioners, blades and cutting edge parts, pins and bushings (except in articulation joints), hoses, lines and fittings, undercarriage, belts, dry brakes and dry clutch linings, bulbs, rubber tracks, and skidder grapple shocks.
10. Damage caused to a covered component by a non-covered component that is used on or installed in the product.
11. For warranty repairs made in the field, any charges (such as Dealer travel time, mileage, or extra labor) that would not have been incurred had the product been repaired at the Dealer's place of business.

E. TERMINATION OF EXTENDED WARRANTY.

John Deere is relieved of its obligations under Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than a Dealer; or
2. The product is altered or modified in ways not approved by John Deere; or
3. The product's hour meter has been rendered inoperative or otherwise tampered with; or
4. The product is removed from the United States or Canada; or
5. Use is made of the product within an application group other than the group designated in the application for Extended Warranty for the product.

F. LIMITATIONS OF JOHN DEERE'S LIABILITY.

The repair or replacement of covered components that are defective, as provided in Section A above, shall be the Owner's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the Owner's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes, and insurance premiums, and less a reasonable allowance for use of the product prior to its return. John Deere's liability for any repair event shall not exceed the actual cash value of the product if repaired, and John Deere's cumulative liability over the coverage period shall not exceed the amount paid by the Owner for the product, excluding any transportation charges, license fees, taxes, and insurance premiums. In no event will John Deere be liable for any incidental or consequential damages (including without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be sustained due to a defect in the product or the breach or performance of John Deere's obligation under Extended Warranty. Corrections of defects in the manner provided herein shall constitute fulfillment of all liabilities of John Deere to the Owner or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

G. OBTAINING EXTENDED WARRANTY SERVICE.

To obtain service covered by Extended Warranty, the Owner must request Extended Warranty service from a Dealer authorized to sell the product to be serviced. When making such a request, the Owner must present his or her Application for Extended Warranty and John Deere's written confirmation of coverage (transferees under Section H below must present John Deere's written confirmation of coverage transfer), make the product available at the Dealer's place of business, and inform the Dealer in what way the product is believed to be defective. Extended Warranty repairs can be made in the field if the purchaser and servicing Dealer so desire. However, John Deere will not be responsible for any charges (such as Dealer travel time, mileage, or extra labor plus any applicable taxes) that would not have been incurred had the product been repaired at the Dealer's place of business.

H. TRANSFER OF UNUSED COVERAGE UPON RESALE.

Remaining Extended Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product if:

1. The subsequent purchase is made before the product's Extended Warranty expires; and
2. The product is determined by John Deere to be in satisfactory condition following an inspection performed by a Dealer, in accordance with John Deere's instructions, at the subsequent purchaser's expense; and
3. John Deere's written confirmation of the transfer is received by the subsequent purchaser; and
4. Either (a) the use made of the product by the subsequent purchaser falls within the same application group designated on the product's original Application for Extended Warranty, or (b) the subsequent purchaser pays the amount specified by John Deere for conversion of the remaining coverage to a different application group.

I. NO STATUTORY OR IMPLIED WARRANTY.

Where permitted by law, JOHN DEERE PRODUCTS CARRY NO STATUTORY OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

J. DEALER CANNOT VARY TERMS OF COVERAGE.

All terms of John Deere's Extended Warranty are set forth on this document. Dealers have no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of Extended Warranty in any way.

Lancaster County Engineer
EQUIPMENT SPECIFICATIONS
For One (1) TRACK LOADER

1. APPLICATION and SUPPLEMENTAL INSTRUCTIONS

- 1.1. The most demanding of these applications will be for road maintenance, ditch cleaning and various projects in which visibility and maneuverability are imperative.
- 1.2. All operations must be capable of being safely accomplished from a sitting position with a clear and unobstructed view of the ground immediately in front of the machine.
- 1.3. Lancaster County is requesting bids to purchase a Track Loader.
- 1.4. Bidder shall submit bid documents and all supporting material via e-bid.
- 1.5. All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax:(402) 441-6513.
 - 1.5.1. These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.5.2. The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.5.3. No direct contract is allowed between Vendor and other City staff throughout the bid process.
 - 1.5.3.1. Failure to comply with this directive may result in Vendor bid being rejected.
- 1.6. The County awards contracts using Life-Cycle cost over a period of 15 years.
 - 1.6.1. A maintenance sheet with instructions and a life cycle cost sheet are attached to the Bid Attachment section of the Ebid.
 - 1.6.2. Vendor shall attach the completed Maintenance Sheet to the Response Attachment section of the Ebid response.
 - 1.6.3. The County has the right to verify the fuel data used in the Life-Cycle cost with the source used.

2. MODEL

- 2.1. The equipment furnished under these specifications shall be the latest improved model in current production as offered to the commercial trade (2018 or 2019 model year).
- 2.2. Examples: Caterpillar 953K, John Deere 655K
- 2.3. Examples shown are listed to show the type and class of equipment desired.
- 2.4. Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacturer.
- 2.5. Do not assume your standard equipment meets all detailed specifications merely because it is listed above as an example.

3. ENGINE AND RELATED EQUIPMENT

- 3.1. Four or Six-cylinder engine
- 3.2. Four (4) cycle
- 3.3. Diesel powered engine compatible with ultra-low sulfur diesel fuels
- 3.4. Tier 4 Compliant
- 3.5. Water cooled
- 3.6. Net Power 145 H.P. – minimum

- 3.7. Engine governor
- 3.8. Dry-type dual stage air cleaner
- 3.9. Turbo II pre-cleaner or automatic dust ejector
- 3.10. Pop-up restriction indicator (cab mounted)
- 3.11. Full-flow spin-on oil filter
- 3.12. (30 Micron) Fuel filter and water separator
- 3.13. 24 volt electric start
- 3.14. Antifreeze protection to -30 degrees F
- 3.15. Muffler with bent elbow/rain cap (vertical stack cab height)
- 3.16. Thermal cold weather starting aid
- 3.17. Engine side enclosures
- 3.18. Fuel priming pump
- 3.19. 55 amp alternator minimum
- 3.20. Heavy duty batteries (2) (900 CCA capacity minimum)
- 3.21. Heavy-duty radiator
- 3.22. 60 gallon capacity fuel tank minimum
- 3.23. 18 gallon hydraulic reservoir minimum

4. TRANSMISSION

- 4.1. Hydrostatic Transmission
- 4.2. Infinite speed ranges
- 4.3. State the mph approximate road speed in forward gear in.
- 4.4. Transmission Bottom Guard/Pan with Side Plates
- 4.5. Steering and Direction Controlled Through Joy-Stick, "S"-Pattern
 - 4.5.1. Joystick shall have a Spring Return to Center for Left and Right Axis of Movement and a Friction Pack to provide resistance for the Fore/Aft Axis
 - 4.5.2. The Joystick handle shall have a button for the horn, and two buttons to increase or decrease the transmission speed.

5. HYDRAULIC SYSTEM – PILOT

- 5.1. Cycle Time – Raise – 6.5 seconds or faster
- 5.2. Cycle Time – Dump – 1.5 seconds or faster
- 5.3. Cycle Time – Lower, Empty, Float Down – 3.0 seconds or faster

6. UNDERCARRIAGE

- 6.1. Minimum track gauge 66"
- 6.2. Minimum length of track on ground 90"
- 6.3. Standard Grouser - minimum 19.5"
- 6.4. Minimum Ground Pressure 8.7 psi
- 6.5. Minimum number of track rollers – 6

7. BRAKES

- 7.1. Hydrostatic drive brakes
 - 7.1.1. All systems must have a warning light or audible horn to warn of low brake hydraulic pressure or low air assist pressure.

8. LOADER

- 8.1. SAE Heaped Capacity – Minimum 2.4 cu. yd.
- 8.2. SAE Breakout Force – Minimum 27,500 lb.
- 8.3. Dump clearance – Minimum 8' 10"
- 8.4. Hinge Pin Height – Minimum 11" 9"
- 8.5. Reach at maximum height – Minimum 39"
- 8.6. Electric over Hydraulic Joystick Control, with Automatic Adjustable Kick-out Lift and Bucket Kick-outs

9. CAB AND RELATED EQUIPMENT

- 9.1. State cab height required in bid line attribute.
- 9.2. Sound suppression design with deluxe insulation
- 9.3. Please state decibel level in operator's position per ISO/SAE standards under full load with doors in attributes.
- 9.4. Please state decibel level in bystander's position of 7.5 meters from middle side of unit, per ISO/SAE standards in attributes.
- 9.5. Cab to be steel construction
- 9.6. Fully enclosed, shock mounted
- 9.7. ROPS structure to be integral with cab and meet or exceed ISO 3741-2008
- 9.8. Warning horn
- 9.9. High output two-speed heater
- 9.10. Front defroster fan
- 9.11. Rear defroster fan
- 9.12. Highest output Factory installed air conditioner with pressurizer/filter
- 9.13. Tinted safety glass throughout
- 9.14. Windows to provide a full frontal view
- 9.15. Windows to provide side view and rear vision
- 9.16. Deluxe posture contour fabric suspension seat with arm rests and retractable 2-inch seat belt
- 9.17. Key-locking door latches and complete vandalism protection for all compartments
- 9.18. Handrails and access steps
- 9.19. Front and rear upper and lower windshield washers and wipers
- 9.20. Heavy duty rubber floor mat
- 9.21. Inside mounted rear-vision mirror
- 9.22. Outside mounted, both sides rear view mirrors
- 9.23. Hand and foot throttle control (if available)
- 9.24. AM/FM/AUX radio
- 9.25. All sun visors and anti-glare devices available to be provided

10. INSTRUMENTS, GAUGES, AND METERS

- 10.1. Engine hour meter
- 10.2. Ammeter or voltmeter or monitored with warning signal
- 10.3. Engine oil pressure and transmission pressure gauge or monitored with warning signal.
- 10.4. Engine temperature gauge and transmission temperature gauges
- 10.5. Hydraulic temperature gauge or monitored with warning signal and hydraulic filter restriction indicator.

- 10.6. Brake system audible warning and indicator light
- 10.7. Key-locking starter
- 10.8. Fuel level gauge
- 10.9. Parking brake on indicator
- 10.10. Visual/audible warning systems.
 - 10.10.1. Electronic monitoring system to warn operator of problems and if immediate shutdown required

11. LIGHTING

- 11.1. Two (2) front seal beam halogen work lights
- 11.2. Two (2) rear seal beam work lights
- 11.3. Cab mounted dome light
- 11.4. Instrument panel light

12. PAINT

- 12.1. Two (2) coats of primer
- 12.2. One (1) coat manufacturers standard color

13. MANUALS

- 13.1. Hard copy manuals will be provided.
 - 13.1.1. Please provide pricing for manuals on CD's and electronic format.
- 13.2. One (1) complete service manual
- 13.3. Two (2) complete parts manuals
- 13.4. Two (2) complete operator's manuals

14. EQUIPMENT WARRANTY

- 14.1. Track loader will include a full one (1) year warranty on parts and labor from the time of acceptance.
- 14.2. Track loader shall include a minimum of four (4) years / 5000 hours extended warranty on Power Train and Hydraulic System.
- 14.3. This extended warranty shall include at a minimum the repair or replacement and include both parts and labor for the following components – Engine (excluding radiator and attachments), Hydrostatic Transmission, Differential, Drive Shafts and Universal Joints, Drive Axles, Transfer Gear Groups, Drive Motor, Drive Pumps, Pinion and Bevel Gear, Steering Clutches, Steering Brakes, Final Drive Gear Trains (up to but to including sprockets), Hydraulic Pumps and Motors, Hydraulic Valves, Hydraulic Cylinders, Hydraulic Oil Cooler, and Engine Components/Attachments essential to engine operation such as fuel pump, oil pump, water pump, turbo charger, etc.
- 14.4. Machine transportation costs or field service travel and mileage expenses during the extended warranty period will be paid by Lancaster County
- 14.5. Should the track loader be out of service for three (3) normal working days during the warranty period due to equipment failure or due to delayed delivery of repair parts; then the seller shall provide to Lancaster County at sellers expense a loan track loader of equal capacity until such time as track loader is placed back in service.

14.6. Failure of seller to provide such loan track loader after such three (3) day period will result in the sum of eight hundred dollars (\$800.00) per normal working day charged to the vendor until such track loader is placed back in service.

14.7. Bidder will provide a detailed summary of their standard and extended warranty with their proposal.

15. TRAINING

15.1. Successful bidder will provide a factory trained representative in operation, safety, and maintenance for four hours of instruction for Lancaster County Track Loader Operators at the County Shop. Will be scheduled when machine is delivered.

16. DELIVERY

16.1. Equipment to be delivered to Lancaster County Shop, 444 Cherrycreek Rd. Bldg.-B, Lincoln, NE 68528

16.1.2. Please notify Jay Waegli with Lancaster County Engineering at 441-6064 48 hours prior to delivery.

NOTE: The above listed Equipment may be seen by contacting Jay Waegli at Lancaster County Shop, 444 Cherrycreek Rd. Building B, Lincoln, Ne, 68528, 402-441-6064.