

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AWARDING LANDFILL EQUIPMENT RETROFIT

2010-249

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 1997), 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 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for this matter have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, 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) The low bid of NMC, Inc. for Landfill Equipment Retrofit in the amount of Thirty Three Thousand Two Hundred Eighteen Dollars and Seventy Five Cents (\$33,218.75) 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.

DATED this 27th day of July, 2010.

MOVED by Rich Jansen, seconded by Tom Richards, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

none

none

 ABSTAIN:
none

Attest:



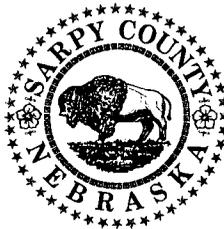
[Signature]
 County Clerk

Approved As To Form:

[Signature]
 Deputy County Attorney

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
SUITE 1129
PAPILLION, NE 68046-2845
FAX (402) 593-4304



Brian E. Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Assistant Purchasing Agent
(402) 593-4164
Beth Cunard, Purchaser/Contract Specialist
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

To: Sarpy County Board of Commissioners
From: Beth Cunard
Re: Award of bid for Equipment Retrofit

On June 3, 2010, the Purchasing Department received and opened three (3) bids for Landfill Equipment Retrofit. A bid tab is attached for your review.

After careful evaluation, it is recommended that the bid be awarded to the low bidder, Nebraska Machinery Company for \$33,218.75. The work will be completed within 30 days after a notice to proceed.

I have placed this on the agenda for the July 27, 2010 Board meeting for your approval. If you have any questions, please feel free to contact me at 593-4476.

July 20, 2010


Beth Cunard

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Duwaine Brigman
Nicole O'Keefe

Landfill Equipment Retrofit

Bid Open:
2:30 Thursday
June 3, 2010

		Sud-Chemie Inc.	Diesel Power Equipment	NMC
Machine	Serial Number			
1 Caterpillar D7H	5BF05698	No Bid	\$4,190.00	\$2,312.50
2 Caterpillar 3412	38S16487		No Bid	\$5,306.25
3 Caterpillar 826G	7LN00580		\$5,285.00	\$3,403.75
4 Caterpillar 826G	7LN00231		\$5,285.00	\$3,938.75
5 Caterpillar 826H	AYN00507		\$6,535.00	\$4,525.00
6 Caterpillar 627F - Front Engine	IDL00297		\$5,285.00	\$3,938.75
Caterpillar 627F - Rear Engine	IDL00297		\$3,856.00	\$2,927.50
7 Caterpillar 627E - Front Engine	7CG00777		\$5,285.00	\$3,938.75
Caterpillar 627E - Rear Engine	7CG00777		\$3,856.00	\$2,927.50
Total for all Machines		\$0.00	\$39,577.00	\$33,218.75

COMPANY NAME: NMC, Inc

**Sarpy County, Nebraska
Landfill Equipment Retrofit
Bid Form**

Unit price, per machine, as specified with installation by Nebraska Machinery Company:

Machine	Year	Serial Number	Engine
Caterpillar D7H	1993	S/N 5BF05698	EPA-Non Rated Engine

Part Number: B0N3-MX-1R10-21

Description: Diesel oxidation catalyst direct fit muffler
replacement

Price per Unit: \$2,312.50

Caterpillar 3412	1993	S/N 38S16487	EPA-Non Rated Engine
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Part Number: 56XX-MD-1R16-21

Description: Diesel oxidation catalyst direct fit muffler
replacement

Price per Unit: \$5,306.25

Caterpillar 826G	2000	S/N 7LN00580	EPA-Tier 1
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Part Number: B02M-MD-1R12-21

Description: Diesel oxidation catalyst direct fit muffler
replacement

Price per Unit: \$3,403.75

Caterpillar 826G 1996 S/N 7LN00231 EPA-Tier 1

Part Number: B0F9-MD-1RXX-22

Description: Diesel oxidation catalyst direct fit muffler
replacement

Price per Unit: \$3,938.75

Caterpillar 826G II 2002 S/N AYN00507 EPA-Tier 2

Part Number: B0T8-MD-1RXX-21

Description: Diesel oxidation catalyst direct fit muffler
replacement

Price per Unit: \$4,525.00

Caterpillar 627F 1996 S/N 1DL00297 EPA-Tier 1
FRONT ENGINE

Part Number: B0K8-MD-1R10-22

Description: Diesel oxidation catalyst direct fit muffler
replacement

Price per Unit: \$3,938.75

Caterpillar 627F 1996 S/N 1DL00297 EPA-Tier 1
REAR ENGINE

Part Number: B02C-MD-1R08-22

Description: Diesel oxidation catalyst direct fit muffler
replacement

Price per Unit: \$2,927.50

Caterpillar 627E 1991 S/N 7CG00777 Non Rated
FRONT ENGINE

Part Number: B0K8-MD-1R10-22

Description: Diesel oxidation catalyst direct fit muffler
replacement

Price per Unit: \$3,938.75

Caterpillar 627E 1991 S/N 7CG00777 Non Rated
REAR ENGINE

Part Number: B02C-MD-1R08-22

Description: Diesel oxidation catalyst direct fit muffler
replacement

Price per Unit: \$2,927.50

***Prices are to be F.O.B. - 15100 S. 156th Street, Springfield, NE 68059**

Company Information:

Years in business:

Since 1938

of employees

552

Total sales last 3 years

See separate envelope

References:

Company Name: City of Lincoln
Address: 901 North 6th Street Lincoln, NE 68508
Contact Name: Jim Chiles Phone Number: 402-441-4841
Fax Number: 402-441-8210 Date of Purchase: Sept. 2009

Company Name: Patten Industries Inc
Address: 635 West Lake St Elmhurst, IL 60126
Contact Name: Luke Mueller Phone Number: 630-516-4844
Fax Number: 630-279-0134 Date of Purchase: Aug. 2009

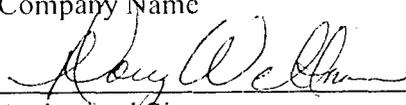
Company Name: City of Lincoln Landfill
Address: 5101 North 48th Street Lincoln, NE 68504
Contact Name: Karla Welding Phone Number: 402-441-7867
Fax Number: 402-441-6685 Date of Purchase: Sept. 2009

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

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

Addendum #1 
Addendum #2 _____

- Attachments:**
- Performance Standards**
 - Installation Schedule by Machine**
 - Literature**
 - Warranty Information**

NMC, Inc
Company Name

Authorized Signature

Doug Wellman
Company Representative (Please print)
402-891-7638
Telephone Number

11002 Sapp Bros Dr
Address

402-891-7731
Fax Number

Omaha, NE 68138
City, State & Zip

dougwellman@nmccat.com
E-Mail Address

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

Deb Houghtaling

Fred Uhe
Chief Deputy

Sarpy County Clerk

Renee Lansman
Assistant Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4360 • Website www.Sarpy.com • Email: Clerk@sarpy.com

July 29, 2010

Mr. Doug Wellman
NMC, Inc.
11002 Sapp Bros. Dr.
Omaha, NE 68138

RE: Landfill Equipment Retrofit for the Sarpy County Landfill

Please find enclosed two (2) originals of the subject agreement which has been approved and signed by the Chairman of the Board on July 27, 2010. Upon completion please provide one original for Sarpy County records.

Mail to: Sarpy County Clerk
Attn: Chris Vance
1210 Golden Gate Dr.
Papillion NE 68046-2895

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosures (2)
DH/sm

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 NMC, Inc., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Landfill Equipment Retrofit for the Sarpy County Landfill; 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 Landfill Equipment Retrofit in conformity with each and every term, condition, specification, and requirement 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.

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:

Sarpy County Landfill
Attn: Duwaine Brigman
1210 Golden Gate Drive
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.

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.

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
Papillion, NE 68046

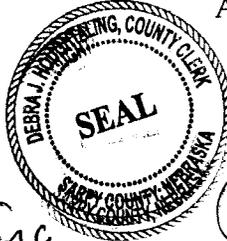
Vendor: Mr. Doug Wellman
NMC, Inc.
11002 Sapp Bros Dr.
Omaha, NE 68138

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 2nd day of August, 2010.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:



Debra J. [unclear]
Sarpy County Clerk

Jon Albrecht 7/27/10
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

[Signature]
Deputy County Attorney

Vendor: NMC Inc

By: [Signature]

Title: PSSR

Attest:

Witness

[Signature]

SPECIFICATIONS

Landfill Equipment Retrofit For Sarpy County Landfill

SARPY COUNTY, NEBRASKA

PROPOSALS DUE: 2:30 p.m. Thursday, June 3, 2010

General Information

Notice to Vendors

Sarpy County is seeking proposals for Landfill Equipment Retrofit for the Sarpy County Landfill. Sarpy County reserves the right to award the contract to more than one Vendor.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:30 p.m. Thursday, June 3, 2010. Bids shall be in a sealed envelope, clearly marked "Sealed Bid - Landfill Equipment Retrofit" 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.**

Submit one (1) original and three (3) copies of the entire Bid Form including attachments.

Requests for information and clarification questions must be received by May 28, 2010 at 12:00 P.M. in order for Sarpy County to have time to issue an addendum.

Bidding criteria must be received from Beth Cunard, Purchaser, 1210 Golden Gate Drive, Papillion, NE 68046, (402) 593-4476, bcunard@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 Board Business Office
1210 Golden Gate Drive
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 Purchasing Office at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 2:30 p.m. Thursday, June 3, 2010.

All bids submitted shall be valid for a period of sixty (60) 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., 15100 S. 156th Street, Springfield, 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

1. Evaluation will be done by Beth Cunard, Sarpy County Purchaser along with personnel from the Sarpy County Landfill, Administration, and Attorney's Office. 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. The Commissioners award the bid by majority vote.
2. 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:
 - a. 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.
 - b. 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.

- c. No interpretation of the meaning of the specifications, or other bidding documents, nor correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.
- d. Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Cunard, 1210 Golden Gate Drive, Papillion, NE 68046 or bcunard@sarpy.com. **Requests must be received by 12:00 p.m., May 28, 2010 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:

- a. All addenda will become part of this RFP and must be responded to by each Vendor.
- b. All addenda must be acknowledged in writing in the bid submitted by the Vendor.
- c. 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. 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.

4. Non-Discrimination Clause:

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), 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 2004), 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 1997), 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 and installation.

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:

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.

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.

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. Insurance Requirements:

The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the

coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days' written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

12. Assignment:

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

13. 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.

14. 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.

15. 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.

Specifications

Sarpy County is seeking proposals for a retrofit of Landfill equipment for diesel emissions reductions. Selected Vendor will be responsible for all equipment and installation of oxidation catalyst direct fit muffler replacement on selected Sarpy County Landfill equipment. The muffler replacement must be proven to reduce carbon emissions. Vendor is responsible for the design of the retrofit.

The Bid Award is contingent upon EPA final approval.

Technical Specifications

1. Equipment

The selected Landfill equipment to be retrofitted will be:

Machine	Year	Serial Number	Engine
Caterpillar D7H	1993	S/N 5BF05698	EPA-Non Rated Engine
Caterpillar 3412	1993	S/N 38S16487	EPA-Non Rated Engine
Caterpillar 826G	2000	S/N 7LN00580	EPA-Tier 1
Caterpillar 826G	1996	S/N 7LN00231	EPA-Tier 1
Caterpillar 826G II	2002	S/N AYN00507	EPA-Tier 2
Caterpillar 627F	1996	S/N 1DL00297	EPA-Tier 1
	*Front and Rear Engines		
Caterpillar 627E	1991	S/N 7CG00777	Non Rated
	*Front and Rear Engines		

Vendors to bid each machine separately. Sarpy County reserves the right to award the bid to multiple vendors based upon EPA and County Board of Commissioners recommendation approval.

2. Retrofit Requirements

- a. Retrofit must replace existing muffler with a DOC the same size and space where the original muffler is located.
- b. Reduction of emissions must be good for a minimum of 10,000 hours of use after muffler replacement is installed.
- c. Vendor to provide all performance standards and specifications detailing specific emission reductions. Documentation shall include, but not be limited to, details regarding carbon monoxide, hydro carbon efficiency and particulate matter. Vendors to list engine improvement per machine after installation.
- d. Machines being retrofitted must not be out of commission for an extended period of time. Each machine is critical to Landfill operations. Vendor to list the amount of time allotted for installation for each machine. Vendor must also provide an installation schedule starting from point of notification of bid award to final inspection of retrofit.
- e. Designated Sarpy County staff will sign off on the final installation of equipment. Equipment must meet Sarpy County approval before final payment.
- f. Installation to be done by Nebraska Machinery Company, to be coordinated as part of this Bid. Vendor to include all installation costs in unit price, per machine. No exceptions will be made to this requirement.
- g. Retrofit must be a simplistic installation with minimum maintenance.
- h. Installation cannot interfere with the operation of the machines including any existing machine warranty by the manufacturer.

3. Machine Access

Selected Vendor must coordinate all installation with the Sarpy County Landfill. Vendor must contact the Landfill at least 48 hours prior to installation. A lack of coordination on behalf of the Vendor could cause unnecessary delays for the selected Vendor.

4. Damaged Property

It is the Vendor's responsibility to make any repairs necessary to County property due to damages caused by Vendor during delivery and/or installation with no charge to Sarpy County.

5. Clean-up and Trash Removal

Vendor is responsible for the clean-up and removal of all materials, trash, and debris from the delivery and installation.

6. Company Information:

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

1. Years in business;
2. Number of employees; and,
3. Total sales for last three (3) years.

7. References:

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

8. Literature:

Vendor shall attach three (3) 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.

9. 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.

10. 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.

11. Warranty:

A copy of all manufacturer's warranties shall be included in Vendor's proposal.

The Vendor shall warrant all materials, workmanship and equipment against defects for a period of one year beginning on the date of substantial completion except that certain equipment shall be warranted for longer periods as described in manufacturer's warranties.

EXCEPTIONS/CLARIFICATIONS/COMMENTS

- 1. Technical Specification 2-b See warranty statement
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

COMPANY NAME: NMC, Inc

**Sarpy County, Nebraska
Landfill Equipment Retrofit
Bid Form**

Unit price, per machine, as specified with installation by Nebraska Machinery Company:

Machine	Year	Serial Number	Engine
Caterpillar D7H	1993	S/N 5BF05698	EPA-Non Rated Engine

Part Number: B0N3-MX-1R10-21

Description: Diesel oxidation catalyst direct fit muffler
replacement

Price per Unit: \$2,312.50

Caterpillar 3412	1993	S/N 38S16487	EPA-Non Rated Engine
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Part Number: 56XX-MD-1R16-21

Description: Diesel oxidation catalyst direct fit muffler
replacement

Price per Unit: \$5,306.25

Caterpillar 826G	2000	S/N 7LN00580	EPA-Tier 1
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Part Number: B02M-MD-1R12-21

Description: Diesel oxidation catalyst direct fit muffler
replacement

Price per Unit: \$3,403.75

Caterpillar 826G 1996 S/N 7LN00231 EPA-Tier 1

Part Number: B0F9-MD-1RXX-22

Description: Diesel oxidation catalyst direct fit muffler
replacement

Price per Unit: \$3,938.75

Caterpillar 826G II 2002 S/N AYN00507 EPA-Tier 2

Part Number: B0T8-MD-1RXX-21

Description: Diesel oxidation catalyst direct fit muffler
replacement

Price per Unit: \$4,525.00

Caterpillar 627F 1996 S/N 1DL00297 EPA-Tier 1
FRONT ENGINE

Part Number: B0K8-MD-1R10-22

Description: Diesel oxidation catalyst direct fit muffler
replacement

Price per Unit: \$3,938.75

Caterpillar 627F 1996 S/N 1DL00297 EPA-Tier 1
REAR ENGINE

Part Number: B02C-MD-1R08-22

Description: Diesel oxidation catalyst direct fit muffler
replacement

Price per Unit: \$2,927.50

Caterpillar 627E 1991 S/N 7CG00777 Non Rated
FRONT ENGINE

Part Number: B0K8-MD-1R10-22

Description: Diesel oxidation catalyst direct fit muffler
replacement

Price per Unit: \$3,938.75

Caterpillar 627E 1991 S/N 7CG00777 Non Rated
REAR ENGINE

Part Number: B02C-MD-1R08-22

Description: Diesel oxidation catalyst direct fit muffler
replacement

Price per Unit: \$2,927.50

***Prices are to be F.O.B. - 15100 S. 156th Street, Springfield, NE 68059**

Company Information:

Years in business:	<u>Since 1938</u>
# of employees	<u>552</u>
Total sales last 3 years	<u>See separate envelope</u>
	<u> </u>
	<u> </u>

References:

Company Name: City of Lincoln
Address: 901 North 6th Street Lincoln, NE 68508
Contact Name: Jim Chiles Phone Number: 402-441-4841
Fax Number: 402-441-8210 Date of Purchase: Sept. 2009

Company Name: Patten Industries Inc
Address: 635 West Lake St Elmhurst, IL 60126
Contact Name: Luke Mueller Phone Number: 630-516-4844
Fax Number: 630-279-0134 Date of Purchase: Aug. 2009

Company Name: City of Lincoln Landfill
Address: 5101 North 48th Street Lincoln, NE 68504
Contact Name: Karla Welding Phone Number: 402-441-7867
Fax Number: 402-441-6685 Date of Purchase: Sept. 2009

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

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

Addendum #1 
Addendum #2 _____

Attachments: **Performance Standards**
 Installation Schedule by Machine
 Literature
 Warranty Information

NMC, Inc
Company Name


Authorized Signature

11002 Sapp Bros Dr
Address

Omaha, NE 68138
City, State & Zip

Doug Wellman
Company Representative (Please print)

402-891-7638
Telephone Number

402-891-7731
Fax Number

dougwellman@nmccat.com
E-Mail Address

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

Addendum #1

**Landfill Equipment Retrofit
for the
Sarpy County Landfill**

Question 1: It appears Sarpy County is requesting oxidation catalysts in direct fit muffler replacement form. Do these catalysts need to be EPA or CARB verified?

Response: The oxidation catalyst direct fit muffler replacements do not need to be EPA or CARB verified. However, per the Specifications, Sarpy County will work with the EPA in determining if the proposed retrofits meets the needs of the County.

Question 2: Does Sarpy County have any objections to the quote/information coming directly from Nebraska Machinery, whom you have specified as your installer?

Response: Sarpy County does not limit who can submit a bid under these Specifications. Should Nebraska Machinery submit a bid, they are responsible for all work associated with the Contract along with their selected subcontractors.

Question 3: Can we receive the engine specification data for each piece of equipment listed in the RFP?

Response:

<u>Machine</u>	<u>Year</u>	<u>Serial Number</u>	<u>Engine</u>
<u>Caterpillar D7H</u>	<u>1993</u>	<u>S/N 5BF05698</u>	<u>EPA Non Rated engine</u>

Flywheel Power 171/230

Operating Weight 59,798 lbs. with ripper

Engine Model 3306 DI

Rated Engine RPM 2100

No. of Cylinders In-line 6 cyl.

Bore 120.7 mm (4.75 inches)

Stroke 152.4 mm (6.00 inches)

Displacement

Caterpillar 3412 **1993** **S/N 38S16487** **EPA-Non Rated engine**

Flywheel Power 650 HP

Operating Weight

Engine Model 3412

Rated Engine RPM 1800

No. of Cylinders 12 cyl.

Bore ---

Stroke ---

Displacement ---

Caterpillar 826 G **2000** **S/N 7LN00580** **EPA-Tier 1**

Flywheel Power 340 HP

Operating Weight 81,498 lbs.

Engine Model 3406 DI

Rated Engine RPM 2100

No. of Cylinders In-line 6 cyl.

Bore 137 mm (5.4 inches)

Stroke 165mm (6.5 inches)

Displacement 14.6L (890 cu.in)

Caterpillar 826 G **1996** **S/N 7LN00231** **EPA-Tier 1**

Flywheel Power 340 HP

Operating Weight 81,498 lbs.

Engine Model 3406 Di

Rated Engine RPM 2100

No. of Cylinders In-line 6cyl.

Bore 137 mm (5.4 inches)

Stroke 165 mm (6.5 inches)

Displacement 14.6 L (890 cu.in.)

Caterpillar 826G II 2002 S/N AYN00507 EPA-Tier 2

Flywheel Power 235/315 HP

Operating Weight 73,500 lbs.

Engine Model 3406 E

Rated Engine RPM 2000

No. of Cylinders In-line 6 cyl.

Bore 137 mm (5.4 inches)

Stroke 165 mm (6.5 inches)

Displacement 14.6 L (890 cu.in.)

Caterpillar 627F 1996 S/N 1DL00297 EPA- Tier 1

Front engine:

Flywheel Power 330 HP

Operating Weight 84,000 lbs.

Engine Model 3406 C

Rated Engine RPM 1900

No. of Cylinders In-line 6 cyl.

Bore 137 mm (5.4 inches)

Stroke 165 mm (6.5 inches)

Displacement 14.6L (893 cu.inches)

Caterpillar 627F 1996 S/N 1DL00297 EPA-Tier 1

Rear engine:

Flywheel Power 225 HP

Operating Weight

Engine Model 3306 B

Rated Engine RPM 2200

No. of Cylinders In-line 6 cyl.

Bore 120.7mm (4.75 inches)

Stroke 152.4 mm (6.00 inches)

Displacement -

Caterpillar 627 E 1991 S/N 7CG00777 Non-Rated

Front engine:

Flywheel Power 330 HP

Operating Weight 84,000 lbs

Engine Model 3406 DI

Rated Engine RPM 1900

No. of Cylinders In-line 6 cyl.

Bore 137 mm (5.4 inches)

Stroke 165mm (6.5 inches)

Displacement ---

Caterpillar 627 E 1991 S/N 7CG00777 Non-Rated

Rear engine:

Flywheel Power 225 HP

Operating Weight

Engine Model 3306 DI

Rated Engine RPM 2200

No. of Cylinders In-line 6 cyl.

Bore 120.7 mm (4.75 inches)

Stroke 152.4 mm (6.00 inches)

Displacement —

Question 4: Nebraska Machinery Company is listed as the installer for the equipment retrofits.
If possible, can you please provide a point of contact there?

Response: Tim Rees, Manager
Fleet Management Solutions
11002 Sapp Bros Drive
Omaha, NE 68138
800-628-6025

Question 5: Can our affiliate/distributor act as a vendor who has a business entity in the State of Nebraska to participate in the bid?

Response: Sarpy County will not limit who can submit a proposal for this Specification.

Question 6: What is the time line by when installation of these retrofits have to be completed after the opening of bid?

Response: Vendors to include a proposed installation schedule by machine with the Bid Form.

Question 7: Would Sarpy County be able to provide sample original mufflers (from equipment) on loan for two weeks; in order to replicate the design for direct fit oxidation catalyst muffler? Original muffler supplied on loan will be returned back in pristine condition to Sarpy County.

Response: The equipment is used on a daily basis, Sarpy County will not shut down the equipment for two weeks as this is not possible. The equipment is at an active working landfill and is essential to the daily operations.

Question 8: Technical Specifications under Section 2 (Retrofit Requirements) mentions that installation to be done by Nebraska Machinery Company. In case the bid is awarded to us, which branch of Nebraska Machinery will be responsible and does vendor have to ship the direct fit oxidation catalyst mufflers to their location?

Response: Vendors are to work with Nebraska Machinery Company (contact information listed in Question 4) on shipments and installation.

Question 9: Technical Specifications under Section 1 (Equipment) lists Caterpillar 3412, Year 1993, S/N 38S16487, EPA - Non Rated Engine. What is the classification of this equipment: is it a mobile equipment or generator?

Response: This engine is in a Morbark 1200, Industrial Tub Grinder. It is mounted on a frame with wheels and is transportable behind a semi-tractor. It is used as a wood waste grinding machine. This machine is used weekly at the landfill. Under NESHP, this equipment is being reviewed for mobile or stationary. The equipment is used 1,000 to 1,500 hours of operation on a yearly basis, so we are unable to define it as "limited use" as that would restrict the operation to less than 100 hours per year (defined in subpart 63.6675).

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



DCL International Inc.

Head office address: 241 Bradwick Drive, Concord, Ontario, Canada L4K 1K5

Mailing address: P.O. Box 90, Concord, Ontario, Canada L4K 1B2

Tel: (905) 660-6450 Toll free: 1-800-872-1968 Fax: (905) 660-6435 E-mail: info@dcl-inc.com Website: www.dcl-inc.com

LIMITED WARRANTY FOR MINE-X® CATALYTIC CONVERTERS, MUFFLERS AND FLOW-THROUGH FILTERS

DCL International Inc. ("DCL") warrants that the MINE-X® catalytic converters, mufflers and flow-through filters (the "Product") furnished by DCL to its customers (the "Customers") are free from defects in materials and workmanship. The foregoing warranties (collectively, the "Warranty") are subject to the terms and conditions contained in this Limited Warranty Statement and shall be in force and effect for a period of twelve (12) months after the date of DCL shipment of the Product to the Customer or for 8,000 hours of Product operation, whichever is first to expire (the "Warranty Period"). Upon expiration of the Warranty Period, all liability of DCL in respect of the Warranties shall terminate.

The Warranty does not cover Customer negligence or wilful damage or cosmetic damage to the Product; nor does it cover damage to or replacement of consumables used by the Customer in the operation of the Product, including, without limitation, gaskets, hoses, fittings, pressure sensors, temperature sensors and batteries. DCL expressly disclaims liability for these events and categories of damage.

The Warranty is conditional upon strict compliance with the installation, operation and maintenance of the Product as set out in the Installation, Operation and Maintenance Manual (the "Manual"). A copy of the Manual will be shipped with the Product and additional copies are available from DCL upon request.

A Warranty claim is conditional upon the Customer giving DCL written notice within fifteen (15) days following the date on which the Customer discovers the Product defect or becomes aware of its non-conformance. Notice of a Warranty claim shall be sent to DCL, as follows:

DCL International Inc.	E-Mail: info@dcl-inc.com
P.O. Box 90	Fax: (905) 660-6435
Concord, Ontario	
L4K 1B2 CANADA	Attention: Customer Support

Upon receipt of a Warranty claim, DCL shall be entitled to request that the Customer return the defective Product to DCL at the above address, freight pre-paid by the Customer. If DCL in its sole discretion determines that a site visit is required to evaluate the validity of the Warranty claim, the Customer shall provide reasonable access to the Product wherever located. The Customer obligations in this paragraph are conditions of the Warranty. **Failure of the Customer to meet any of these conditions shall relieve DCL of all liability under the Warranty.**

Upon determination that a Warranty claim is valid, DCL shall at its option:

- (a) replace the Product;
- (b) replace the non-performing components of the Product;
- (c) make all necessary repairs or modifications to the non-performing components of the defective Product; or
- (d) refund the purchase price of the defective Product.

Where applicable, DCL shall deliver the new or refurbished Product or components to the Customer, freight pre-paid by DCL. DCL shall also be responsible for the cost of materials, labour and engineering relating to the replacement, modification and/or repairs of the Product or components. All other costs of removal and/or re-installation of the Product or components associated with DCL's Warranty services shall be borne by the Customer. If DCL conducts a site visit to evaluate the Warranty claim, all out-of-pocket costs of such site visit (including travel, accommodation and meals) shall be borne by DCL in the event of a valid Warranty claim or by the Customer in the event of an invalid Warranty claim.

DCL'S TOTAL LIABILITY UNDER THE WARRANTY SHALL IN NO CASE EXCEED THE ACTUAL MONEY PAID BY THE CUSTOMER FOR THE PRODUCT WHICH GIVES RISE TO THE LIABILITY. IN NO EVENT WILL DCL AND ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (EVEN IF DCL HAS BEEN ADVISED OF THE POSSIBILITY THEREOF) INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS REVENUE, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND OR ANY CLAIM AGAINST THE CUSTOMER BY A THIRD PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR TORT.

THE WARRANTY IN THIS LIMITED WARRANTY STATEMENT IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RESPECT OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THIS LIMITED WARRANTY STATEMENT ARE THE CUSTOMER'S SOLE REMEDIES FOR ANY FAILURE OF DCL TO COMPLY WITH ITS WARRANTY OBLIGATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IF SUCH LAWS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIOD SET OUT ABOVE.

Some jurisdictions do not allow limitations on the duration of implied warranties and/or do not allow the exclusion or limitation of incidental or consequential damages. If such laws govern this Limited Warranty Statement, the above limitations and exclusions may not apply.

This Limited Warranty Statement sets out specific legal rights. The Customer may have other rights which vary from jurisdiction to jurisdiction.



DCL International Inc.

Mailing address: P.O. Box 90, Concord, Ontario, Canada, L4K 1B2

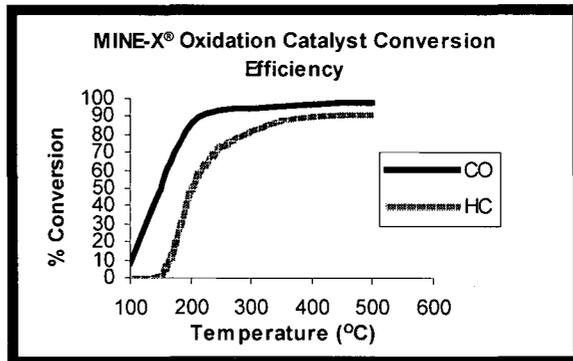
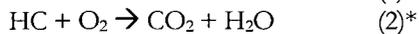
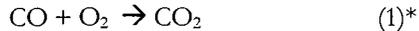
Toll free: 1-800-872-1968 Phone: 905-660-6450 Fax: 905-660-7566 E-mail: sales@dcl-inc.com

DCL OXIDATION CATALYST

MD	An oxidation catalytic muffler for a specific model of equipment. Directly replaces the original muffler. Used on diesel engines.	
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Working Principles

The oxidation catalyst converts carbon monoxide (CO) and hydrocarbons (HC) into carbon dioxide (CO₂) and water (H₂O). In diesel engine applications the catalyst additionally converts the volatile organic fraction of particulate matter of exhaust into CO₂ and H₂O.



Typical Conversion Efficiencies for MINE-X® Exhaust Purifiers for Diesel Engines

EMISSION	UNTREATED DIESEL FUEL	CATALYST PERFORMANCE
Carbon Monoxide (CO)	500-1000 ppm	Typically exceeds 50% removal at 160 °C (320 °F). Typically exceeds 90% removal at above 260 °C (500 °F)
Hydrocarbons (HC)	300-500 ppm C ₁	Typically exceeds 50% removal at 250 °C (482 °F) in diesel applications. Typically exceeds 70% removal at above 300 °C (572 °F).
Diesel Particulate Matter (DPM)	25-150 mg/m ³	The net result on DPM measurements is highly dependent on sulfur levels in the fuel. The Catalyst will remove approximately 25% of DPM but depends highly on DPM composition, which is also engine specific.



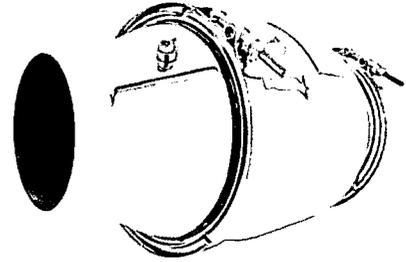
DCL International Inc.

Address: P.O. Box 90, Concord, Ontario Canada L4K 1B2

Tel: (905) 660-6450 • Toll Free: 1-800 872-1968 • Fax: (905) 660-6435 • sales@dcl-inc.com • www.dcl-inc.com

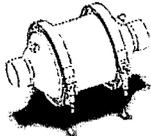
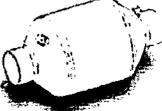
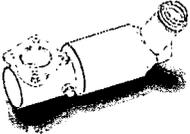
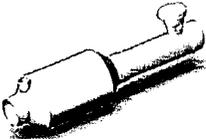
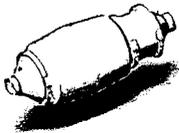
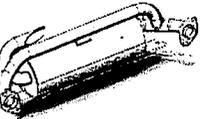
MINE-X® Catalytic Converters and Catalytic Mufflers Installation, Operation and Maintenance

The MINE-X® catalytic converters and catalytic mufflers contain a brazed metallic honeycomb substrate, coated either with an oxidation or a three-way catalyst. The oxidation catalyst reduces carbon monoxide (CO), hydrocarbons (C_xH_y) and partially oxidized hydrocarbons (C_xH_yO). The three-way catalyst reduces oxides of nitrogen (NO_x), carbon monoxide (CO), and hydrocarbons (C_xH_y).



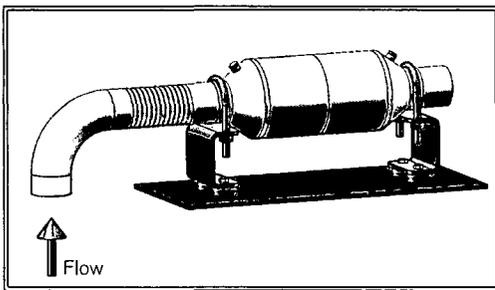
Product Details

Below are examples of DCL catalyst products for industrial equipment.

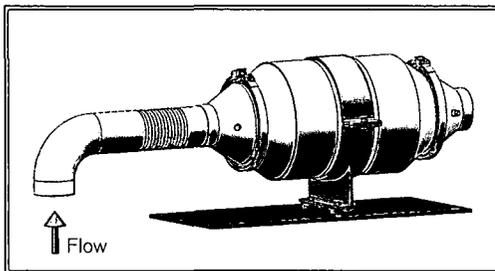
Code	Description	Examples
DQ	A universal oxidation or three-way catalyst for many types of equipment. Includes quick-release clamps for easy removal of the substrate.	
DP	A universal oxidation or three-way catalyst for many types of equipment.	
ID/IT	An oxidation or three-way catalyst for a specific model of equipment. Directly replaces a section of the exhaust pipe between the exhaust manifold and the muffler.	
IV/SV	An oxidation catalyst for a specific model of equipment. Attached after the equipment's muffler. Has a venturi for air intake. Used on spark-ignited engines.	
SAM	A universal oxidation or three-way catalyst and muffler combination for many types of equipment. In some cases the muffler is provided without the catalyst.	
MV/MT/MD MX/MY	An oxidation or three-way catalytic muffler for a specific model of equipment. Directly replaces the original muffler.	

Universal Designs - Installation

- Follow one of the two recommended options as shown.
- For good performance, the unit should be installed as close as possible to the exhaust manifold or turbo of the engine.
- The maximum recommended distance from the exhaust manifold is 3 feet (1 meter).
- Mount the device securely to minimize transmission of vibration.
- Use flexible tube as required (may require welding or clamping to secure).
- Check that the system is free of leaks and all fittings are tightened.



Universal Design - Option 1



Universal Design - Option 2

Catalytic Mufflers - Installation

- Remove the existing original muffler.
- Install the replacement catalytic muffler into the same location using the same clamps, brackets, bolts, straps, etc..
- Replace all exhaust components for a secure fit.
- Check that the system is free of leaks and all fittings are tightened.

Equipment Operation

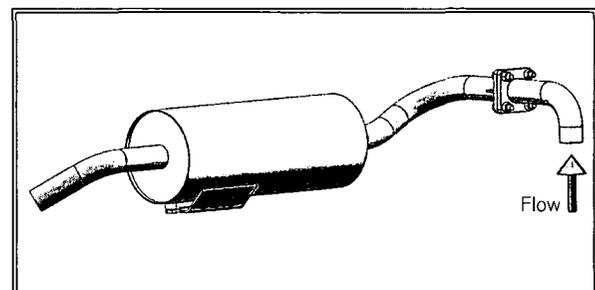
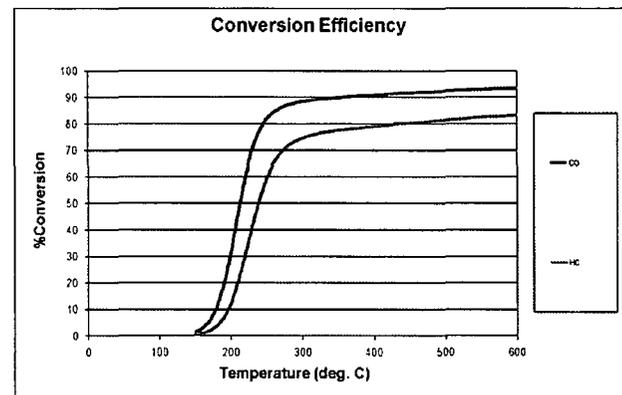
Removal of pollutants by the catalyst starts when a properly operating engine is lightly loaded or with an exhaust temperature greater than 160 °C (320 °F). If the engine is idling and the catalyst is cold, there may be little or no removal of pollutants. Avoid excessive idling, particularly when operating in indoor environments.

Durability

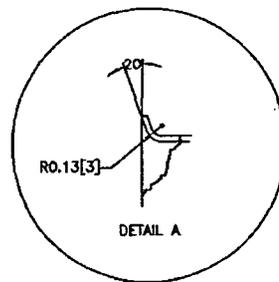
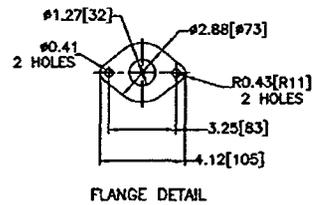
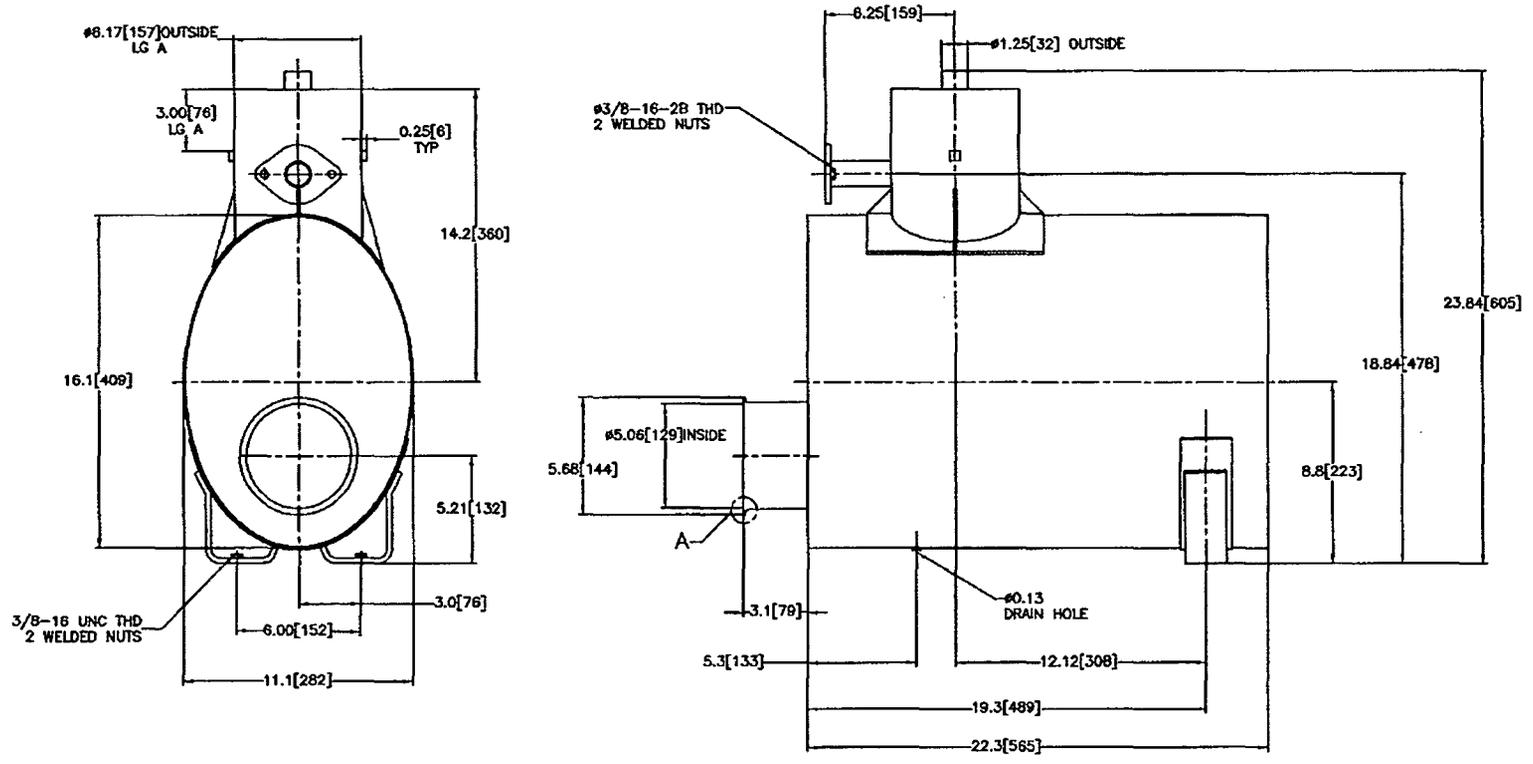
The durability and long-term performance of the catalyst is dependent on many factors including engine maintenance, lube oil consumption, fuel quality, and duty cycle. The catalyst remains effective for over 10,000 hours of operation or several years, even in heavily used equipment.

Maintenance

No regular maintenance is required on the MINE-X® Catalytic Converters. If a problem occurs, please contact a DCL technical support engineer at 1-905-660-6450.



Direct Muffler Replacement

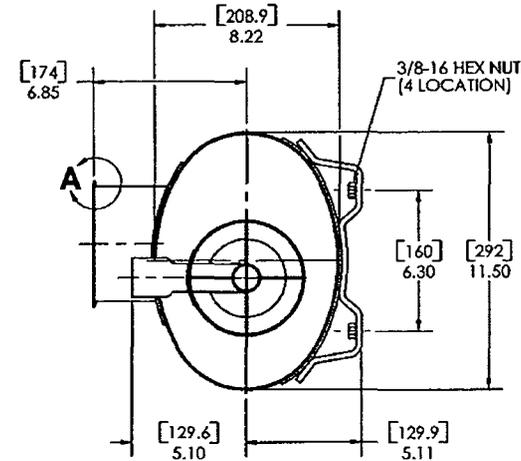
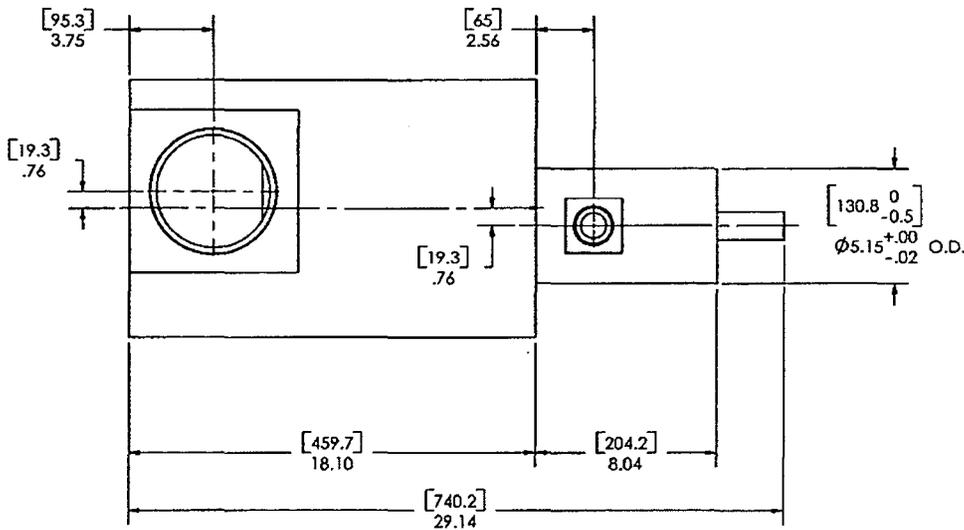
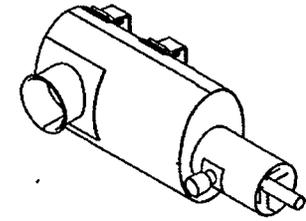
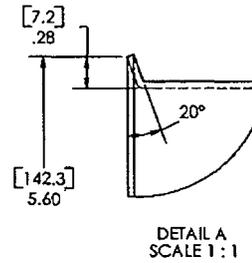
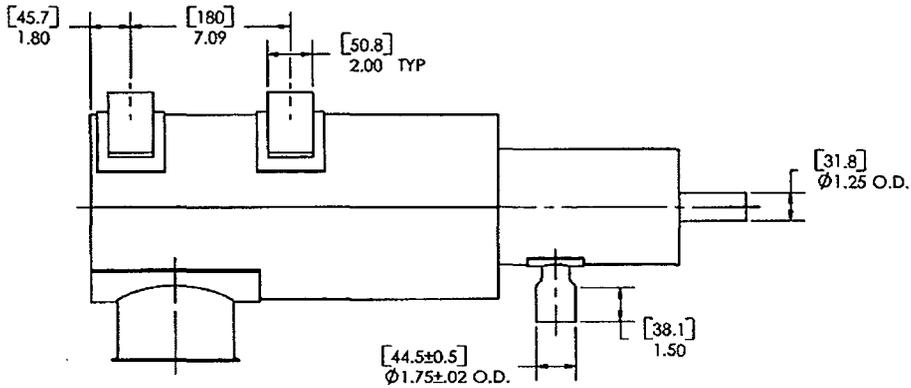


WELDING & ASSEMBLY PER DCL
 ENGINEERING STANDARD-E101
 UNLESS OTHERWISE NOTED.

NO	REVISION	DRN. BY	DATE	CHK'D BY

UNLESS OTHERWISE NOTED	
1. DRAWING AND DESIGN ARE THE PROPERTY OF DCL INTERNATIONAL, INC. AND ARE NOT TO BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE EXPRESS CONSENT OF DCL INTERNATIONAL, INC. 2. DIMENSIONS ARE IN INCHES 3. 1:1 UNLESS OTHERWISE NOTED	
TOLERANCES	
.X ±.2	(-) .05
.XX ±.10	(X) ±.03
.XXX ±.050	(XX) ±.010
ANGULAR TOLERANCE ±2°	
THIRD ANGLE PROJECTION	
DATE: 04/02/03	DRAWN BY: SD
PAPER SIZE:	CHECKED BY:
TITLE: MINE-X PURIFIER/MUFFLER Dwg No: 3406TA PART NO: 11KB-MD-1R10-22 FILE NAME: 11KB-MDS-1R10-22	

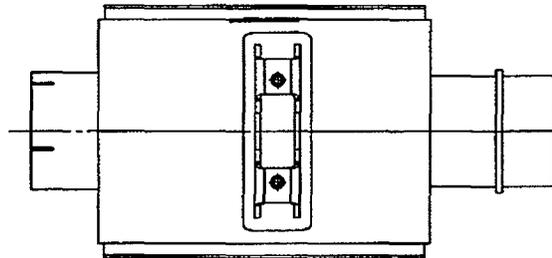
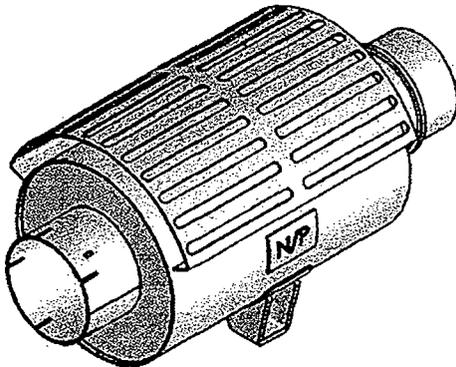
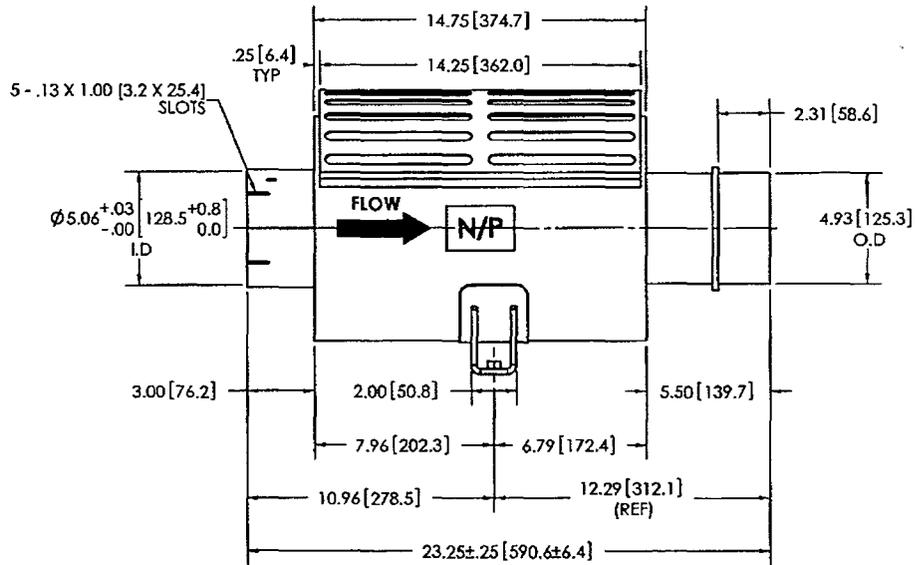
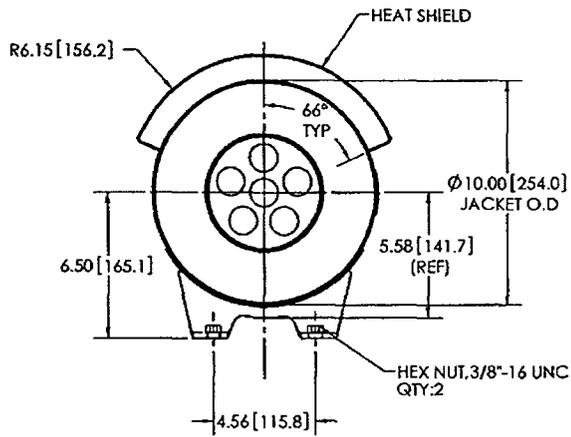
DCL INTERNATIONAL RESERVES THE RIGHT TO
REVISE THE INTERNAL DESIGN WITHOUT NOTICE



UNLESS OTHERWISE NOTED 1. FINISHES ARE IN INCHES 2. DIMENSIONS ARE IN INCHES 3. TOLERANCES ARE AS SHOWN FRACTIONS: 1/8, 1/16, 1/32, 1/64 DECIMALS: .0005, .001, .002, .005, .010, .015, .030, .050 ANGULAR TOLERANCE: 12°	
DATE: 06/07/26	DATE: 06/07/26
DRAWN BY: PTT	CHECKED BY: PTT
PAPER SIZE: SCALE:	PART NO.: 112C-MD-1R08-22
FILE NAME: 112C-MDS-1R08-22	ENGINE: C18 ACERT (501 HP)
OFFICE: 7W7439	APPLICATION: 988H WHEEL LOADER
DCL INTERNATIONAL INC. RESERVES PROPRIETARY RIGHTS TO THIS DRAWING AND THE DATA SHOWN THEREON AND AGREES THAT THIS DATA AND/OR DRAWING ARE NOT TO BE USED OR REPRODUCED FOR ANY PURPOSE WITHOUT THE EXPRESS CONSENT OF DCL INTERNATIONAL INC.	

NO.	REVISION	DRAWN BY	DATE	CHKD BY
0	INITIAL RELEASE	PTT	06/07/26	

DCL INTERNATIONAL RESERVES THE RIGHT TO REVISE THE INTERNAL DESIGN WITHOUT NOTICE



P/N:
11N3-MD-1210-?1
CPSI CODE
COATING CODE

					<small>UNLESS OTHERWISE NOTED</small> 1. FINISH ALL SURF. AS SHOWN SPECIFICALLY 2. DIMENSIONS ARE IN INCHES 3. DIMENSIONS ARE UNLESS NOTED TOLERANCES X .03 .03 AS .0005 .00 .0005 .0005 .00 .0005 ANGULAR TOLERANCE 30°	
					<small>DCL INTERNATIONAL INC. RESERVES PROPRIETARY RIGHTS TO THE DRAWING AND THE DATA SHOWN THEREON AND WARRANTS NO CONFIDENCE ONLY. SAID DATA AND/OR DRAWINGS ARE NOT TO BE USED OR REPRODUCED FOR ANY PURPOSE WITHOUT THE EXPRESS CONSENT OF DCL INTERNATIONAL INC.</small>	
					<small>DATE:</small> 10/05/18	<small>DRAWN BY:</small> MY
					<small>CHECKED BY:</small>	<small>PART NO.:</small> SEE ABOVE
					<small>PAPER SIZE:</small>	<small>FILE NAME:</small> 11N3-MDS-1X10-X1
0	INITIAL RELEASE	MY	10/05/18	Michael at Y.	THIRD ANGLE PROJECTION	
NO	REVISION	DRAWN BY	DATE	CHKD BY		

Replacement Schedule

If bid is successful, we should get DOC's in approximately 30 days or less and will schedule each machine with landfill personnel as to which machines we can have to start the installations, each machine should take no longer than 1 day.

Doug Wellman
NMC, Inc



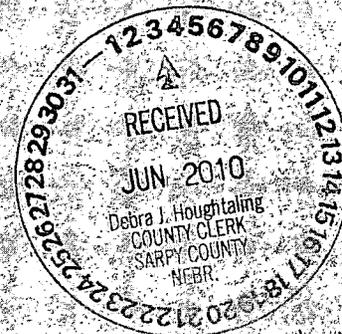
NMC, Inc.
11002 Sapp Bros. Dr.
Omaha, NE 68138

Debra Houghtaling
SARPY County Clerk

"Sealed Bid
Landfill Equipment Retrofit"

FIRST CLASS MAIL

Bid to Be Received
until 2:30 P.M. Thursday,
June 3, 2010



2:11 PM
JHM