CONTRACT DOCUMENTS
FOR
LANDFILL SHREDDER

City of Gering, Nebraska
1025 "P" Street
P.O. Box 687
Gering, Nebraska 69341

May 2016
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Landfill Shredder

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CITY OF GERING, NEBRASKA
ADVERTISEMENT FOR BIDS
LANDFILL SHREDDER

The City of Gering will receive sealed bids until 2:00 p.m., (M.S.T.) Wednesday, July 6, 2016, at the City of Gering Administrative Office, Office of the City Clerk, 1025 P Street, Gering, NE 69341, at which time and place all bids will be publicly opened and read aloud for furnishing a new Landfill Shredder.

Complete contract/bidding documents are available and may be obtained from the City of Gering at the above referenced address. Bids shall be submitted in a sealed envelope addressed to the City of Gering with the name “Bid for City of Gering - Landfill Shredder” and include the date and time of bid opening. Bid security in the form of a certified check, cashier’s check or bid bond in the amount of five percent (5%) of the amount of the bid is required with each bid.

The City reserves the right to reject any and/or all proposals, waive any informality in the proposals received and to accept the proposals it deems most beneficial to the City.

/s/Kathy Welfl, City Clerk

Publish 3T:  June 11, 2016
             June 17, 2016
             June 25, 2016
INFORMATION TO BIDDERS

Bids will be received by the City of Gering, Office of the City Clerk (hereinafter called the ‘OWNER’), at the City of Gering, P.O. Box 687, 1025 ‘P’ Street, Gering, Nebraska 69341 in accordance with the advertisement for bids and then publicly opened and read aloud.

DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

The term ‘Bidder’ means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder.

The term ‘Successful Bidder’ means the lowest, qualified, responsible and responsive Bidder to whom OWNER (on the basis of OWNER’s evaluation as hereinafter provided) makes an award.

The term ‘Bidding Documents’ includes the Advertisement or Invitation to Bid, instructions to Bidder, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

COPIES OF BIDDING DOCUMENTS

Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the City of Gering.

Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

OWNER and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work/Supply of Equipment and do not confer a license or grant for any other use.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each Bidder before submitting a Bid, to:

Examine the Contract Documents thoroughly,

Consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work,

Study and carefully correlate Bidder’s observations with the Contract Documents, and

Notify Engineer or Director of Environmental Services of all conflicts, errors or discrepancies in the Contract Documents.
The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Request for Bids, that without exception the Bid is premised upon performing and furnishing the Work (work and supply of equipment are of the same meaning throughout this document) required by the Contract Documents, and such means, methods, techniques, sequences and procedures as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing for the Work.

Reference is made to the Supplementary Conditions for identification of:
Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on possible changes in the Contract Documents due to differing conditions.

**INTERPRETATIONS AND ADDENDA**

All questions about the meaning or intent of the Contract Documents are to be directed to Engineer or the Director of Environmental Services. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or Engineer.

**SUBMISSION OF BIDS**

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation “BID ENCLOSED” on the face of the envelope.

**BID SECURITY**

Each Bid must be accompanied by Bid security made payable to OWNER in an amount of five percent (5%) of the Bidder’s maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached or other applicable Bid Bond) issued by a surety meeting the requirements of Article 5 and as set forth herein.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required equipment and other pertinent information as required whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required service within the time specified, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh (7th) day after the Effective Date of the
Agreement or the forty-sixth (46th) day after the Bid opening, whereupon Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

BID FORM

The Bid Form is included with the Bidding Documents; additional copies may be obtained from the City or of Gering.

All blanks on the Bid Form must be completed in ink or typed.

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

The address and telephone number for communication regarding the Bid must be shown.

QUALIFICATIONS OF BIDDERS

Dealer furnishing the complete vehicle/equipment as stated herein must be an authorized franchise dealer and full service center licensed for a minimum of 2 years for the type of equipment to be furnished.

To demonstrate qualifications to supply the equipment, each bid shall be accompanied with a list containing a minimum of three owner’s names, addresses and telephone numbers with whom the bidder has supplied similar equipment within the last three years.

Equipment suppliers shall have a factory authorized dealer/distributor and service center stocking parts and providing service and shall be located within a radius of 250 miles in order to provide prompt service.
CONTRACT TIME

The number of days within which, or the dates by which, the Work is to be completed is set forth in the Bid Form and Agreement.

LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

SUBSTITUTE OR ‘OR-EQUAL’ ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Specifications without consideration of possible substitute or ‘no-equal’ items. Whenever it is indicated in the Specifications that a substitute or ‘or-equal’ item of material or equipment may be furnished or used by CONTRACTOR/BIDDER if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by Engineer is set forth herein and may be supplemented in the General Requirements.

SUBCONTRACTORS, SUPPLIERS AND OTHERS

No CONTRACTOR/BIDDER shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

NOTIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are submitted at any time prior to the opening of Bids.

OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) publically opened and read aloud. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

AWARD OF CONTRACT

OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. OWNER also reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the City and/or Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or if doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit price will be resolved in favor of the written unit prices. Discrepancies between the indicated sum of any column of figures and
the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work/Equipment in accordance with the Contract Documents to OWNER’s satisfaction within the prescribed time.

If the contract is to be awarded, it will be awarded to the Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interest of the Project. The right is reserved in the interest of the City of Gering to reject any or all Bids and to waive any informality in the Bids received.

If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

**CONTRACT SECURITY**

The General Conditions and the Supplementary Conditions set forth OWNER’s requirements per the five (5) percent Surety Bonding and when the Successful Bidder delivers the equipment as set forth meeting the specifications herein, said Surety will be returned.

**SIGNING OF AGREEMENT**

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within ten (10) days thereafter OWNER shall deliver one (1) fully signed counterpart to CONTRACTOR.
SUPPLEMENTARY CONDITIONS

GENERAL

The General Conditions included herein are modified as follows:

ARTICLE 4 - PAYMENTS TO CONTRACTOR AND COMPLETION

Bid Security in the form of a certified check, cashier’s check or bid bond in the amount of five percent (5%) unqualified of the amount of the bid shall be required with each bid.

The City will make payment within thirty (30) days of receipt and approval of equipment by the Director of Environmental Services in accordance with the contract documents contained herein.

ARTICLE 5 - BOND AND INSURANCE

It is the sole responsibility of the Subcontractors, Suppliers, and other persons and organizations to provide full insurance on all equipment described herein while vehicle is in their possession until delivery and final acceptance by the City’s, Director of Environmental Services.

NEBRASKA SALES AND USE TAX

The City will issue the appropriate tax exemption certificates/appointments, if applicable and in accordance with Local and State laws. Final approval and determination of exempt status lies with the Nebraska Department of Revenue.

INDEMNITY

The Bidder/Supplier will hold harmless, indemnify and defend the City and each of their officers, employees and agents, from any and all liability claims, losses or damages arising, or alleged to arise, from the performance of the work described herein, but not including the sole negligence of the OWNER and each of their officers, employees and agents.

CONTRACTORS RESPONSIBILITY & FURNISHED ITEMS

Landfill Shredder:

The City will require that the equipment be furnished within the following time schedule:

The bidder shall be required to deliver the equipment/vehicle within one-hundred twenty (120) calendar days of the date of the Notice of Award. If the bidder cannot meet this schedule, the bidder shall so note on the Bid/Quotation Form.

If the equipment/vehicle is not delivered on or before the date as stated herein for completion, or as may be extended by the City, the Bidder/Supplier shall pay the Owner liquidated damages in the amount of $300.00 per day for each and every consecutive calendar day that the equipment has not been delivered/incomplete after the date set for completion or the date noted by the Bidder on the Bid/Quotation Form in the event the City deems this necessary.
DELIVERY AND MANUFACTURER WARRANTY

Landfill Shredder supplier shall provide two days of instruction at the City of Gering Landfill located at 200531 West U Street Gering, NE 69341.

Suppliers shall include a minimum of two days operational and maintenance instruction to be performed upon delivery of the complete unit. The supplier shall notify the City in advance for scheduling the introductory operations. Two copies of operational manuals and parts books shall be furnished with the equipment upon final delivery.

A copy of the manufacturer warranty and brief summary shall be provided with all equipment at the time of delivery.

POINTS OF CONTACT

<table>
<thead>
<tr>
<th>City of Gering</th>
<th>Darrell Vance, Director of Environmental Services, (308) 436-7568</th>
</tr>
</thead>
<tbody>
<tr>
<td>1025 P Street</td>
<td>Paul Snarr, City Engineer (308) 436-5096</td>
</tr>
<tr>
<td>Gering, NE 69341</td>
<td></td>
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</tbody>
</table>
CONTRACT INFORMATION
1. PROJECT: Bidding documents for a “Landfill Shredder” for the City of Gering, Nebraska.

2. THIS BID IS SUBMITTED TO: City of Gering  
   1025 ‘P’ Street P.O. Box 687  
   Gering, Nebraska 69341  
   Telephone: (308) 436-5096  
   Fax: (308) 436-6899

3. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER, in the form included in the Contract Documents, to supply a new Landfill Shredder as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid, and in accordance with the other terms and conditions of the Contract Documents.

4. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the day of the Bid opening. BIDDER shall sign and submit the Agreement with the Bonds (if applicable) and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER’s Notice of Award.

5. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

6. BIDDER has examined copies of all the Bidding Documents and or the following Addenda (receipt of all which is hereby acknowledged):

<table>
<thead>
<tr>
<th>ADDENDUM NUMBER(S)</th>
<th>DATED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6/28/16</td>
</tr>
<tr>
<td>2</td>
<td>7/13/16</td>
</tr>
</tbody>
</table>

7. BIDDER is familiarized with the nature and extent of the Contract Documents; and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

8. BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

9. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or
indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain from itself any advantage over any other Bidder or over OWNER.

10. Other representation required by Laws and Regulations.

11. BIDDER will supply the equipment as set forth in the Contract Documents for the following prices.

12. BIDDER agrees that the completion of work/delivery will be as follows:

The bidder shall be required to deliver the shredder within one-hundred twenty (120) calendar days of the date of the Notice of Award. If the bidder cannot meet this schedule, the bidder shall so note on the Bid/Quotation Form.

If other completion dates are proposed, please list as an exception following:

| List – other completion/delivery date |

13. If no exception is taken to the specified completion, the OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay OWNER Three Hundred Dollars ($300.00) per day for each day that expires after the time specified until the work is complete.

14. Required Bid Security is enclosed.

15. The terms used in this Bid which are defined in the General Conditions of the Equipment/Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
CITY OF GERING  
ADDENDUM NO. 1  
LANDFILL SHREDDER BID DATE EXTENSION  
June 28, 2016

This addendum shall be understood to be a part of the project as described above and as such shall be included in the contract. This addendum includes Clarification to the Contract Documents specifically extending the date bids are to be received in the Advertisement for Bids and referred to throughout the contract documents.

Failure to acknowledge receipt of this Addendum on the bid Schedule, Sheet 12 could result in rejection of your bid.

1. The City of Gering is extending the date of the bid opening from 2:00 p.m., (M.S.T.) Wednesday, July 6, 2016 to 2:00 p.m., (M.S.T.) Thursday, August 3, 2016.

Paul Snarr, PE  
Date  
6-28-2016

- Please sign below to acknowledge receipt of this Addendum and email or fax to:
  psnarr@gering.org
  Fax (308) 436-6899

- Ensure documenting Sheet 12 of the Bid Documents.

Name  
President

Title  
Power Screening, LLC

2016 Landfill Shredder  
June 28, 2016

Addendum No. 1
CITY OF GERING
ADDENDUM NO. 2
LANDFILL SHREDDER BID DATE EXTENSION

July 7, 2016

This addendum shall be understood to be a part of the project as described above and as such shall be included in the contract. This addendum includes an addition to the contract documents specifically pages 16 and 20 under the heading “Shredding Unit” first bullet point and Clarification to Addendum No. 1 and the Contract Documents specifically extending the date bids are to be received in the Advertisement for Bids and referred to throughout the contract documents.

Failure to acknowledge receipt of this Addendum on the bid Schedule, Sheet 12 could result in rejection of your bid.

1. Addendum No. 1 extended the Bid Opening from 2:00 p.m., (M.S.T.) Wednesday, July 6, 2016 to 2:00 p.m., (M.S.T.) to Thursday, August 3, 2016 is in error. Please Note and Change as follows: The City of Gering is extending the date of the bid opening from 2:00 p.m., (M.S.T.) Wednesday, July 6, 2016 to 2:00 p.m., (M.S.T.) Wednesday, August 3, 2016.

2. Shredder shall be single shaft design capable to start, stop, and grind with the hopper full of material, while under full load, in forward and reverse motion (no direct drive).

Paul Snarr, PE

July 13, 2016

Name

July 11, 2016

Date

Title

2016 Landfill Shredder

Addendum No. 2

JUL 13 2016

Please sign below to acknowledge receipt of this Addendum and email or fax to:
psnarr@gering.org
Fax (308) 436-6899

Ensure documenting Sheet 12 of the Bid Documents.

7/13/16
BID FORM
LANDFILL SHREDDER

The bidder proposes and agrees, if the bid is accepted, to furnish equipment meeting or exceeding the minimum specifications specified for the contract price and within the time indicated in this bid. This bid will remain subject to acceptance for thirty (30) days after the date of bid opening. Bidder shall use and complete all items on the bid forms including the compliance check in the Specifications.

The City reserves the right to reject any and/or all proposals, select/not select options as bid below, waive any informality in the proposals received and to accept the proposals it deems most beneficial to the City.

LANDFILL SHREDDER

1 each at:

Seven hundred and nine thousand Eight hundred seventy five dollars $709,875.00 (Figures L.S.)

List: Make and Model: KompTech Terminator 6000

Delivery if other than 120 days: (specify):

List: Factory Authorized Parts & Service Center:

Power Screening, LLC 9725 Brighten Rd
Henderson, Co 80640

Address

Total Calendar Days

30 years - 1986

Years at Present Location

CONTACTS:

Parts: Dale Williams
Telephone: 303-287-0100

Service: Marty Canavan
Telephone: 303-287-0100
SPECIFICATIONS
LANDFILL SHREDDER

GENERAL

Equipment Requirements

Description
The landfill Shredder shall be a diesel powered low speed, high torque MSW Sanitary Landfill Shredder, capable of processing; including but not limited to, MSW, C&D, Tires, Metal, Bulky Waste, and all other waste associated with a MSW Landfill – integrated into a single machine that is remote control operated, self-propelled, track mounted unit.

Engine
CAT C18 ACERT Diesel engine or equivalent with a minimum of 575 HP at 1900 RPM, Tier III compliant. The engine is to be located in an enclosed compartment with insulation for sound dampening and shall be accessible from all three sides and contain a minimum of 3 access doors to maximize ease of service. The engine shall meet all current State and Federal Regulations and include the following:

- Turbocharger and intercooler
- Automatic shut down for low oil pressure
- Automatic shut down for low coolant level
- Automatic shut down for high coolant temperature
- Pressurized cooling system
- Engine block heater
- Heavy duty two stage air filter with restriction indicator

Engine Cooling System/Auto Reversing Fan

The machine shall be equipped with an engine cooling fan that can reverse automatically with a programmed cycle or by remote control in order to blow foreign material off the radiator screen. The cooling fan must be easily accessible from the side of the machine.

Hydraulic System

- Hydraulic cooling system shall be equipped with a programmable reversing fan for self-cleaning with capability to not overheat running on a full day operation.
- Hydraulic system shall be a minimum of 50 gallons

Fuel Tank

- 180 gallon minimum, with vandal-proof/locking cap

Eco Mode
• Shredder shall be standard equipped with Eco-Mode for fuel preservation and reduced wear and tear on the unit. When the computer senses the hopper is empty, the engine automatically idles down to minimize fuel consumption and wear and tear.

Service

• Shredder shall incorporate a self-diagnostic package which is capable of displaying on the main display panel in simple English terms (not code numbers) any faults or maintenance required with the machine during operation. At a minimum, the display shall include the faults/maintenance required for low engine oil pressure, low hydraulic oil level, high oil temperatures, loose electrical connections, wire breaks with identifying number, low diesel level, primary and secondary air filter condition, and diesel filter condition.

• Control panel display to indicate in advance when the hour service is due to ensure maintenance is performed as required in 250 hour increments i.e. 250, 500, 750, 1000 hours, etc...

• Shredder to include a GSM system allowing connection between the machine and factory to aid in diagnostics for machine and engine when maintenance and/or repair are required. This connection and monthly service shall be for the duration of the Factory Machine Warranty (2 years) and be included in the scope of bid.

• Discharge conveyors shall be sectional with one belly conveyor and one foldable output conveyor. Each conveyor shall contain its own belt and own framework allowing for easy service and maintenance

• All major engine/machine fluids will contain separate drainage systems clearly labeled for ease of service

Shredding Unit

• Shredder shall be single shaft design
• Shaft shall be variable speed, variable torque to allow for the shredding of the most difficult materials
• Shaft shall run at a maximum of 40 RPM
• Shaft will automatically reverse when a contaminant needs to be cleared using primary engine. The machine shall idle down to prevent damage when an un-shredable item enters the machine and the machine is unable to process it.
• Shredder shall not contain a screen basket
• Countercomb/Anvil or equal shall open to allow for easy and safe access to the wear parts
• Teeth on the shaft shall be easily exchanged and mounted on the shaft with bolts. The shaft will contain a minimum of 30 teeth
• Clearance between the shaft and the belly conveyor shall be a minimum of 32” to prevent damage and/or stoppage to the bell belt
Hopper

- Fully hydraulic and fully adjustable hopper walls (all four sides)
- Operator shall be able to adjust hopper sidewall positions from the remote to assist with difficult materials
- Hopper in combination with machine design build concept shall be equipped to minimize dust and debris

Remote

- Operator shall be able to start/stop the machine/rotor from working mode from the remote
- Operator shall be able to move the machine from the remote
- Operator shall be able to adjust conveyor discharge height from the remote

Programs

- Machine shall have 3 standard program settings that can be freely selected based on type of material and a 4th program setting that can be customized

Feedstock

- Machine shall be easily capable of processing multiple types of input material with no modifications to machine
- Machine shall be able to process all MSW including but not limited to; Transfer Station Waste, C&D, Tires, Metal, Bulky Waste, Carpet, White Goods, and all other waste associated with a MSW Landfill.

Safety Features

Shredder shall be a 2016 model or newer with less than 20 hours on tachometer and ready for use. The shredder is to be the latest factory design and incorporate all of the following safety options:

- Minimum four (4) emergency stop buttons (including remote)
- Fire extinguisher
- Countercomb/Anvil or equal – wall/shredding chamber/rotor shall be easily accessible from the ground and/or from the tracks. Standing in the machine on the rotor or countercomb for normal maintenance should not be required

Manuas

- Bidder to supply two (2) complete sets of manuals including but not limited to; maintenance manuals covering hydraulic and electrical systems with schematics, service manuals, parts manuals with CD, operators manual and video if available, factor recommended preventative maintenance schedule
- Bidder to supply specialty tools required to perform daily maintenance
Training

- The successful bidder will furnish two days of onsite formal training for operators and mechanics on safety, operation, operator service and other topics to insure that all are familiar with the proper operator maintenance, servicing and safe operation of the equipment.

Warranty

- Shredder shall be delivered with a 5 year and/or 5,000 hour total coverage warranty on the engine
- Machine to have a minimum of 2 year and/or 2,000 hour total coverage warranty
- The City understands the warranty will only remain valid when OEM parts are used during the warranty period.

Bidder shall provide all labor and equipment necessary to fulfill the terms and this proposal.

The successful bidder is responsible to ensure that the vehicle/equipment meets all applicable laws to include, but not limited to OSHA.

All exceptions to the specification shall be clearly stated. Substitution items or suppliers shall be identified.

Specifications and descriptive literature shall be provided for the equipment and all major components being bid. Two (2) complete sets of manuals shall be provided at the time of delivery.
BID SPECIFICATIONS – PLEASE CHECK YES OR NO FOR COMPLIANCE

BASIC SPECIFICATIONS

Y □ N □ Machine shall be a current production 2016 model or newer
Y □ N □ Engine shall have a minimum of 575 hp
Y □ N □ Operating weight to be between an approximate 60,000 lbs.-80,000 lbs.

ENGINE

Y □ N □ Engine shall be Caterpillar C18ACERT Tier III Compliant or equal
Y □ N □ Engine shall be US Tier III compliant, liquid cooled six cylinder four stroke diesel type, turbo charged, wet sleeve design, fully equipped with all operating accessories including run hour meter
Y □ N □ Engine shall have a minimum displacement of 915 cubic inches (15 liters)
Y □ N □ Engine shall be equipped with direct fuel injection system
Y □ N □ All heat exchangers and radiators shall be trash specific, a heavy-duty open core design and maximum core of 8.5 fins per inch. No tools shall be required to access radiator
Y □ N □ Turbocharger and intercooler
Y □ N □ Engine shall be equipped with a 24 V electrical system for both starting and operating
Y □ N □ Automatic shut down for low coolant level
Y □ N □ Automatic shut down for high coolant temperature
Y □ N □ Pressurized cooling system
Y □ N □ Pressurized cooling system
Y □ N □ Engine shall be equipped with a cold weather starting aid system
Y □ N □ Machine shall be equipped with an engine block heater
Y □ N □ Machine shall be equipped with 4 heavy-duty 950 CCA maintenance free batteries
Y □ N □ Machine equipped with an engine cooling fan that can reverse automatically with a programmed cycle or by remote control in order to blow foreign material off the radiator screen and be self-cleaning.

HYDRAULIC SYSTEM

Y □ N □ Hydraulic cooling system shall be equipped with a programmable reversing fan for self-cleaning and shall be completely separate from the engine cooling system.
Y □ N □ A Hydraulic system shall be a minimum of 50 gallons
Y  N  180 gallon minimum, with vandal-proof/locking cap

ECO MODE

Y  N  Standard equipped with Eco-Mode for fuel preservation and reduced wear and tear on the unit. When the computer senses the hopper is empty, the engine automatically idles down to minimize fuel consumption and wear and tear

SERVICE

Y  N  Incorporate a self-diagnostic package which is capable of displaying on the main display panel in simple English terms (not code numbers) any faults or maintenance required with the machine during operation. At a minimum, the display shall include the faults/maintenance required for low engine oil pressure, low hydraulic oil level, high oil temperatures, loose electrical connections, wire breaks with identifying number, low diesel level, primary and secondary air filter condition, and diesel filter condition

Y  N  Control panel display to indicate in advance when the hour service is due to ensure maintenance is performed as required in 250 hour increments i.e. 250, 500, 750, 1000 hours, etc...

Y  N  GSM system allowing connection between the machine and factory to aid in diagnostics (machine and engine) when maintenance and/or repair is required. This connection and monthly service is for the duration of the Factory Machine Warranty (2 years) shall be included in the scope of supply

Y  N  Discharge conveyors shall be sectional with one belly conveyor and one foldable output conveyor. Each conveyor shall contain its own belt and own framework allowing for easy service and maintenance

Y  N  All major engine/machine fluids will contain separate drainage systems clearly labeled for ease of service

SHREDDING UNIT

Y  N  Single shaft design

Y  N  Variable speed, variable torque to allow for the shredding of the most difficult materials

Y  N  Shaft shall run at a maximum of 38 RPM

Y  N  Shaft will automatically reverse using primary engine when a contaminant needs to be cleared and the machine shall idle down to prevent damage when an un-shreddable enters the machine

Y  N  Shredder shall not contain a screen basket

Y  N  Countercomb/Anvil or equal shall open to allow for easy and safe access to the wear parts
Y √ N ___ Teeth on the shaft shall be easily exchanged and mounted on the shaft with bolts. The shaft will contain a minimum of 30 teeth

Y √ N ___ Countercomb/Anvil or equal shall contain a minimum of 17 teeth

Y √ N ___ Clearance between the shaft and the belly conveyor shall be a minimum of 32” to prevent damage and/or stoppage to the bell belt

HOPPER

Y √ N ___ Fully hydraulic and fully adjustable hopper walls (all four sides)

Y √ N ___ Operator shall be able to adjust hopper sidewall positions from the remote to assist with difficult materials

Y √ N ___ Hopper in combination with machine design build concept shall be equipped to minimize dust and debris

REMOTE

Y √ N ___ Operator shall be able to start/stop the machine from working mode from the remote

Y √ N ___ Operator shall be able to move the machine from the remote

Y √ N ___ Operator shall be able to adjust conveyor discharge height from the remote

PROGRAMS

Y √ N ___ Machine shall have 3 standard program settings that can be freely selected based on type of material and a 4th program setting that can be customized

FEEDSTOCK

Y √ N ___ Machine shall be easily capable of processing multiple types of input material with no modifications to machine

Y √ N ___ Machine shall be able to process all MSW including but not limited to; Transfer Station Waste, C&D, Tires, Metal, Bulky Waste, Carpet, White Goods, and all other waste associated with a MSW Landfill

SAFETY FEATURES

Y √ N ___ Shredder shall be a 2016 model or newer with less than 20 hours on tachometer and ready for use. The shredder is to be the latest factory design and incorporate all of the following safety options:

Y √ N ___ Minimum four (4) emergency stop buttons (including remote)

Y √ N ___ Fire extinguisher

Y √ N ___ Countercomb/Anvil or equal wall/shredding chamber/rotor shall be easily
accessible from the ground and from the tracks. Standing in the machine on the rotor or countercomb for normal maintenance should not be required

MANUALS
Y [✓] N [ ] Bidder to supply two (2) complete sets of manuals including but not limited to; maintenance manuals covering hydraulic and electrical systems with schematics, service manuals, parts manuals with CD, operator's manual and video if available, factor recommended preventative maintenance schedule

Y [✓] N [ ] Bidder to supply specialty tools required to perform daily maintenance

TRAINING
Y [✓] N [ ] Successful bidder will furnish two days of onsite formal training for operators and mechanics on safety, operation, operator service and other topics to ensure that all are familiar with the proper operator maintenance, servicing and safe operation of the equipment

WARRANTY/SERVICE AGREEMENT
Y [✓] N [ ] Shredder shall be delivered with a 5 year and/or 5,000 hour total coverage warranty on the engine

Y [✓] N [ ] Machine to have a minimum of 2 year and/or 2,000 hour total coverage warranty

Y [✓] N [ ] The City understands the warranty will only remain valid when OEM parts are used during the warranty period.
CITY OF GERING SHREDDER BID

Basic Specifications
Yes – machine is a current 2016 model, as requested
Yes – machine has a minimum of 583 HP
Yes – approximate weight of machine with standard options is around 64,000 lbs

Engine
Yes – CAT C18 Acert Tier III compliant engine
Yes – has all of the following
Yes – 18.1 L engine with 1104.5 cubic inches displacement
Yes – has direct fuel injection
Yes – radiator is housed with a protective guard, to prevent trash and debris from damaging the radiator – unknown on fin criteria
Yes – has turbo charger and intercooler
Yes – has 24 V electrical system
Yes – automatic shutdown for low coolant level
Yes – automatic shutdown for high coolant temperature
Yes – has pressurized cooling system
Yes – duplicate of above
Yes – has cold weather starting aid
Yes – has engine block heater
Yes/No – we have two batteries installed in the machine which meet requirements for the CAT C18 Acert engine
Yes – has auto reversing that is programmable

Hydraulic System
Yes – hydraulic system has auto reversing fan that is completely separate from the engine cooling system, which is also on the other side of the machine, from the engine
Yes – 50 gallon hydraulic system

Fuel Tank
Yes – is a 180 gallon capacity tank

**Eco Mode**

Yes – our machine comes standard with this feature

**Service**

Yes – our digital control panel clearly explains all the information requested

Yes – our control panel displays service intervals

Yes – our machine comes standard with the GSM link which is for the life of the machine, more than the 2 years you all requested

Yes – our machine has two separate belts, which allow for easier and cheaper maintenance

Yes – all major components have drain valves to help make servicing the machine easier. Also there is a fill line for the Auto Lubrication System, to stop any contamination from getting into the system

**Shredding Unit**

Yes – single shaft design

Yes – rotor speed slows down and increases torque to shred the most difficult materials

Yes – shaft speed maximum is 38 RPM – with hydrostatic drive you can slow the shaft speed down if required while maintaining torque

Yes – shaft reverses using the primary engine, not a secondary engine – by having an auto reversing shaft you do not get wrapping of material (see attached photos)

Yes – this is a landfill designed shredder therefore no screen baskets are needed – screen baskets are just another place for material to get wrapped around and cause clogging of the machine

Yes – our counter comb wall opens upwards for safe ease of access – one reason it opens in the upwards direction is to allow any contaminates to fall out of the machine (if needed) without having to be pulled out manually

Yes – teeth are easily exchangeable or replaceable with one bolt per tooth, and has 32 teeth

Yes – counter comb contains a minimum of 17 teeth

Yes – clearance on our machine is the highest of any competitor machines as we offer the high clearance machine – the extra distance keeps material from being jammed downward, into the belt, and ripping it

**Hopper**

Yes – all hopper wings move hydraulically from the remote and the control panel – helps keep material inside the hopper (less spillage) and is used to help move material around in the machine when needed

Yes – can adjust from remote or control panel on machine
Yes – having hopper wings that are adjustable, you are able to position them as needed, to help minimize dust and debris

Remote
Yes – operator can start and stop the machine from the remote control to allow for easy and quick access for moving machine around the working face
Yes – operator can move the machine from the remote
Yes – operator can adjust conveyor discharge height from the remote

Programs
Yes – machine has 3 standard programs that come with the machine as well as a 4th program which can be adjusted, as needed, based on the type of material being shredded – thus keeping the shredding drum completely clear of any wrapping of material, allowing for optimal shredding capacity

Feedstock
Yes – machine can shred multiple types of feedstock without having to adjust anything on the machine – the counter comb wall is hydraulically adjusted, even when working, to optimize throughput in different feedstocks
Yes – machine will be able to shred everything listed and more

Safety Features
Yes – machine will be delivered with all current safety features and designs
Yes – 4 E stop buttons
Yes – fire extinguisher will be provided
Yes – ease of service is highly regarded on Komptech machines, thus meets your requirements

Manuals
Yes – will be included upon machine delivery
Yes – will be included upon machine delivery

Training
Yes – we will supply 2 full days of training with the sales rep, Power Screening service technician, as well as Komptech service technician

Warranty / Service Agreement
Yes – machine will have a 5 year 5,000 hour engine warranty
Yes – machine will have a 2 year 2,000 hour total coverage warranty
Yes – OEM parts need to be used, please contact Power Screening, LLC with any questions prior to using other parts
• Extra items included in the price of the machine, not required by the bid are:

1. Automatic Central Lubrication — the machine will automatically lubricate itself based on a setting determined by the factory. You can adjust the setting to lubricate more or less, based on the environment you are working in.

2. High Clearance Machine — all landfill terminators are brought in with this option. This allows there to be even more distance between the shredding drum and the conveyor, helping to prevent the ripping of expensive belts.

3. Engine Access Doors — the Terminator has 6 doors that open up to gain access to the engine and hydraulic pumps, making this very nice for service technicians. Also, all of the engine compartment doors have thick insulation for sound dampening, which is important from a safety standpoint.

• Qualification of Bidders:

1. 2 Year Minimum Being a Dealer — We have been an authorized Komptech Dealer for over 5 years. With having a rental fleet of over 12 machines, we have a lot of experience with these machines. Our service technicians attend Komptech training every year where they continue to gain knowledge and experience.

2. 250 Mile from a service center — Power Screening, LLC is the licensed dealer for you all and we are roughly 196 miles away from the City of Gering. Komptech USA, the manufacturer, is also in Denver, CO. Not including parts stocked at Power Screening, LLC, Komptech has over 2 million dollars’ worth of parts inventory as well as a staff that supports Power Screening, LLC and our customers.
CONTRACT NEGOTIATIONS

The City of Gering reserves the right to negotiate any and all items in the formal contract as they may relate to the Scope of Services, etc. found in the Request for Bids.

Please indicate the nearest sales, service & parts location

Name: _______________________________________
Location: ____________________________________
Phone: _______________________________________

Please indicate the nearest location of resident service technician and his name

Name: _______________________________________
Location: ____________________________________
Phone: _______________________________________

Individual
By ___________________________  (SEAL)

doing business as: ___________________________
Business Address: ___________________________

Phone No.: ___________________________ Fax No.: ___________________________

Partnership
By ___________________________  (Firm Name)

(General Partner)

Business Address: ___________________________

Phone No.: ___________________________ Fax No.: ___________________________

Corporation
By: ___________________________  (Corporation Name)

(State of Incorporation)

By: ___________________________  (Name of person authorized to sign)

(Title)

Attest ___________________________  (Secretary)

Business Address: ___________________________

Phone No.: ___________________________ Fax No.: ___________________________

Submitted on ___________________________, 2016

Month Day

______________________________
Signature
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into in triplicate this 24th day of August, 2016, by and between the City of Gering, Scottsbluff County, Nebraska 69341, hereinafter called City, by the Mayor and City Council, party of the first part, and Power Screening, LLC hereinafter called Contractor, party of the second part.

WITNESS: That the Bidder/Supplier, in consideration of the sum to be paid to him/her by said City in the manner and at the time hereafter provided, and of other covenants and agreements herein contained, hereby agrees for Bidder/Supplier, his heirs, administrators, and successors, assigns the Bid designated as City of Gering – Landfill Shredder, and will furnish all necessary machinery, tools, apparatus, materials, and labor to complete and deliver One (1) Complete Landfill Shredder in the most substantial and workmanlike manner according to the specification within and on file in the office of the City, and such modifications of the same and other directions that may be made by City as provided herein.

CONTRACT DOCUMENTS: It is further agreed that the specifications and the schedule of rates and prices set forth in the bid proposal and the general and special provisions appended to this contract agreement are hereby specifically referred to and made a part of this contract, and shall have the same force and effect as though all of same were fully inserted herein.

PAYMENTS: For the faithful performance of the work herein embraced, as set forth in the contract agreement, general and special provisions, notice to bidders, instruction to bidders, proposals, general and detailed specifications which are a part hereof, in accordance with the direction of the City and to their satisfaction; the City agrees to pay said Bidder/Supplier the amount specified in the proposal, and to make such payments in the manner and at the times provided in the general provisions thereto appended. Payments shall be made by the City Treasurer of said City, upon warrants issued upon claim vouchers of said City, which have been approved by the City.

IN WITNESS WHEREFORE, the said City of Gering by the Board of City Commissioners, executes this contract and said Board does sign and seal the same, the day and year in this Contract first above written.

CITY OF GERING – CITY COUNCIL

By

Mayor

SUPPLIER

Party of the Second Part: (If Corporation, President or Vice President, etc.)
BIDDER AFFIDAVIT

The following affidavit shall be completed and executed by the bidder as a condition to award of the contract, in conformity with the provisions of Section 112 @ Title US Code.

STATE OF __________________________

CITY OF __________________________

)ss.

Comes now __________________________, being first duly sworn, and deposes and says: That he is the __________________________ of the firm of __________________________, which said firm, in response to advertisement therefor, has submitted a bid for:

One Complete Landfill Shredder, as specified in the Contract Documents.

Your affiant states that the said firm of __________________________ has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with aforesaid, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this proposal.

________________________________________

(Signature)

________________________________________

(Title)

Subscribed and sworn to before me this _________ day of ________________, 2016.

________________________________________

Notary Public for __________________________

Residing at __________________________

Commission expiration date:__________________________

IT IS PREFERRED THAT THIS FORM BE SIGNED AS A PART OF THE BIDDER/SUPPLIER'S PROPOSAL BUT MUST BE SIGNED BEFORE AWARD OF THE CONTRACT.
NOTICE of AWARD

Project: Landfill Shredder | Owner: City of Gering | Date: August 24, 2016

Contract: Landfill Shredder

Bidder/Supplier: Power Screening, LLC

Bidder/Supplier Address: PO Box 192, Henderson, CO 80840

You are notified that your bid dated August 3, 2016 for the above Contract has been considered. You are the Successful Bidder and are awarded the Contract to supply: Landfill Shredder for the City of Gering, NE.

The Contract Price of your Contract is: Seven Hundred Nine Thousand Eight Hundred Seventy Five Dollars and 00 Cents ($709,875.00).

3____ Copies of the Contract Documents accompany this award.
NA____ Sets of Plans accompany this award.

You must comply with the following conditions within fifteen (15) days of the date of the Notice of Award.

1. Deliver to the Owner (3) fully executed counterparts of the Contract Documents.

2. Other conditions precedent: NA

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default and Owner will annul the Notice of Award and declare your Bid Security forfeited.

Within ten (10) days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Gering

Owner

[Signature]

City Engineer – City of Gering

Title
NOTICE TO PROCEED

Project: Landfill Shredder  Owner: City of Gering  Date: August 24, 2016

Contract: Landfill Shredder

Bidder/Supplier: Power Screening, LLC

Bidder/Supplier Address: PO Box 192, Henderson, CO 80840

You are notified that the Contract times under the above contract will commence to start on August 24, 2016. On or before that date, you are to start performing your obligations under the Contract Documents.

Before delivery of equipment, the General Conditions provide that you and Owner must each deliver to the other, certificates of insurance and bonds and maintain in accordance with the Contract Documents (if applicable).

Other requirements needed prior to start of work:

Power Screening, LLC
Contractor/Supplier

Received By:

City of Gering
Owner

Given By:

City Engineer – City of Gering
Title
August 24, 2016
Date

Copy to Engineer
KNOW ALL MEN BY THESE PRESENTS, THAT WE, Power Screening, LLC

P.O. Box 192, Henderson, CO 80640

as Principal, hereinafter called the Principal, and Old Republic Surety Company

P. O. Box 1635, Milwaukee, WI 53201-1635

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Gering

1025 P. Street, Gering, NE 69341

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars ($ 5%

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Komptech Shredder

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty herein between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of July, 2016

(Witness)

Mary E.

(Witness)

Power Screening, LLC

(Principal)

(Seal)

By:

Old Republic Surety Company

(Surety)

By: Kristin L. Salazar

(Authorized Agent)

(Title)

[Seal]
POWER OF ATTORNEY

OLD REPUBLIC SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Kristin L. Salazar

with full power and authority, not exceeding $50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depositary bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guarantee bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Execution Date: July 6, 2016

Surety Bond number: Bid Bond
Principal: Power Screening, LLC
Obligee: City of Gering
and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-In-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of December, 2015.

OLD REPUBLIC SURETY COMPANY

__________________________
Jane E. Cherny
Assistant Secretary

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of December, 2016, personally came before me, Alan Pavlic, and Jane E. Cherny, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

__________________________
Kathryn K. Pearson
Notary Public

My Commission Expires: September 28, 2018
(Expiration of notary's commission does not invalidate this instrument)

Signed and sealed at the City of Brookfield, WI this 6th day of July, 2016.

__________________________
Jane E. Cherny
Assistant Secretary

CERTIFICATE
POWER SCREENING, LLC
screening and crushing
Colorado, Eastern Wyoming, New Mexico, Nebraska, Southwestern Kansas

POWER SCREENING, LLC REFERENCE LIST

Waste – Not Recycling
Johnstown, CO
Crambo 5000
Todd Loose – 970-669-9912

BioChar Now
Berthoud, CO
Crambo 3400
Dave Parks – 970-593-9100

 CertainTeed Gypsum
USA
Crambo 3400 x 2
Charles Johnson – 304-312-3532
Customer Reference List - TERMINATOR

Company: Great River Regional Waste Authority • Ft. Madison, IA
Contact: Wade Hamm • (P) 319-372-6140 • whamm@grwa.com
Machine: 2014 Terminator 6000S
Input Material: C&D, MSW, Bulky Waste, etc.

Company: City of Lebanon Landfill • Lebanon, NH
Contact: George Murray • (P) 603-298-6485 • george.murray@lebcity.com
Machine: 2011 Terminator 5000 S Heavy Duty
Input Material: C&D, MSW, Bulky Waste, etc.

Company: Days Cove Land Redamation • White Marsh, MD
Contact: Marie Gleason • (P) 410-335-3778 • mgleason@dayscove.com
Machine: 2006 Terminator 6000 S
Input Material: C&D

Company: Great River Energy • Elk River, MN
Contact: Monty Horvath • (P) 763-213-4590 • mhorvath@grenergy.com
Machine: 2011 Terminator 5000 S Electric
Input Material: Bulky Waste, MSW, etc.
Agenda Item Summary

For the meeting of: August 18, 2016
Agenda item title: Landfill Shredder – Award of Bid
Submitted by: Paul Snarr, City Engineer & Darrell Vance, Director of Environmental Services
Explanation of the agenda item: Selection of Qualified Bidder

The City received a grant from NDEQ in the amount of $169,588.00 which is applicable to machines exceeding $705,488.00. The City received 4 bids and are shown below with an additional dollar amount reflecting the NDEQ Grant:

- Morbark, LLC: $706,665.00 – deduction with grant $537,077.00.
- Humdinger Equipment, LTD: $729,652.00 – deduction with grant $560,064.00.
- Power Screening, LLC: $709,875.00 – deduction with grant $540,287.00.
- Murphy Tractor & Equipment Company: $512,349.00 – no deduction with grant.

Morbark, Humdinger, and Power Screening met most of the specifications and were comparable machines whereas Murphy Tractor had a good machine and it demonstrated well; however did not meet the City specifications including engine, hydraulic system, service, etc... City specifications required a 2016 model with less than 20 hours and Morbark bid a 2016 model with 147 hours. Staff recommends awarding the Landfill Shredder Bid to Power Screening, LLC in the amount of $709,875.00.

| Does this item require the expenditure of funds? | X | yes | No |
| Are funds budgeted? | X | yes | no |

If no, comments:

Estimated Amount: $705,488.00 – this was the amount used for obtaining the NDEQ Grant
Amount Budgeted: $705,488.00
Department: Landfill
Account: 204-01-1130
Account Description: Set Aside Account - Equipment

Approval of funds available:

City Treasurer/Finance Director

Does this item require a resolution or an ordinance? yes X no
If a resolution or ordinance is required, it must be attached.

Please list all names and addresses of those to be notified. Selected and non-selected bidders

Approved for submittal:

Mayor, City Council member, City Administrator, City Clerk

Referred to: Committee

All Agenda Item Summaries and the required attachments are due by Noon on the Wednesday prior to the Council meeting. If the Wednesday prior to the City Council is a holiday, the deadline is Tuesday at Noon.
<table>
<thead>
<tr>
<th>Vendor/Equipment</th>
<th>Model/Year</th>
<th>Notes</th>
<th>Hours</th>
<th>Cost</th>
<th>Location</th>
<th>Condition</th>
<th>Hours</th>
<th>Description</th>
<th>Notes</th>
<th>Cost</th>
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<tr>
<td>Murphy Tractor &amp; Equipment Co</td>
<td>10616, NE 6931</td>
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<tr>
<td>Power Screening, LLC</td>
<td>90111, NE 6931</td>
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</table>
**Equipment Order / Quote**

**MORBARK, LLC**  
BOX 1000, WINN, MICHIGAN 48896  
Telephone: 989-866-2381  
FAX: 989-866-2280  
WWW.MORBARK.COM

**SOLD**  
GERING, CITY OF  
225 EAST D STREET  
GERING NE 69341

**Attn:** DARRELL VANCE @ 308-439-7566

<table>
<thead>
<tr>
<th>Order No.</th>
<th>Order Date</th>
<th>Customer P.O.</th>
<th>Requested</th>
<th>Delivery Instructions</th>
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<tr>
<td>43375</td>
<td>EQ</td>
<td>7/29/2016</td>
<td>8/29/2016</td>
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**Terms:** NET 30 DAYS

<table>
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<tr>
<th>Qty</th>
<th>Description</th>
<th>Extended Price</th>
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<tr>
<td>1</td>
<td>MORBARK HT-1042</td>
<td>706,665.00</td>
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- **NOTES:**
  - 48" wide x 25'6" long stacking conveyor with hydraulic fold; Discharge height is 15'
  - Caterpillar C15, Tier 4F, 580-HP electronic diesel engine with gear box and automatic reversing fan
  - GSM system allowing connection between the machine and factory
  - Fixed feed hopper is constructed by 1" A572 Gr50 end plates and 3/4" thick A572 Gr50 side plates with an opening of 87" wide x 135" long
  - 41" x 118" high torque rotor with 2 3/8" 4140 heat treated hammers welded to a 24" thick wall tube. Rotor tube is completely cover with 3/8 AR-400 wearplates
  - Adjustable anvil door allows for 5 different positions, allowing end user to adjust to meet end product needs. For maintenance the anvil easily folds out for changing of inserts/counter knives
  - Variable speed rotor from 0 to 40 RPM
  - Discharge system consisting of a hydraulically driven, horizontal 40" wide x 15'10" long, aggregate belly belt conveyor
  - Heavy duty I-beam type frame
  - 210 gallon fuel tank mounted below the diesel engine, with electric fuel gauge to notify end user at start panel when fuel is low
  - 200 gallon hydraulic capacity two (2) 10 micron in tank filters pre-filters all hydraulic fluid as it is added to the system
  - 26 gallon lube system supply continuous fluid to final drives
  - Both hydraulic tank and lube tank have low oil shut down sensors
MORBARK, LLC
BOX 1000, WINN, MICHIGAN 48896
Telephone: 989-866-2381
FAX: 989-866-2280
WWW.MORBARK.COM

Equipment Order / Quote

SOLD TO
GERING, CITY OF
225 EAST D STREET
GERING NE 69341

Attn: DARRELL VANCE @ 308-439-7568

SHIP TO
GERING, CITY OF
225 EAST D STREET
GERING NE 69341

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Terms: NET 30 DAYS

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>ADDITIONAL FEATURES:</td>
</tr>
<tr>
<td></td>
<td>-Hammermill pattern consisting of (30) holders/hammers and breaker inserts</td>
</tr>
<tr>
<td></td>
<td>-Strickland Undercarriage with triple grouser pads</td>
</tr>
<tr>
<td></td>
<td>-Electrical kit</td>
</tr>
<tr>
<td></td>
<td>-Hydraulic kit</td>
</tr>
</tbody>
</table>

EXTENDED WARRANTY:
-CATERPILLAR STANDARD WARRANTY FOR 'C7-C32' IS FOR 24 MONTHS OR 3,000 HOURS, WHICHEVER OCCURS FIRST (WITH THE FIRST YEAR BEING UNLIMITED HOURS) AND A 36 MONTH LIMITED WARRANTY ON MAJOR COMPONENTS AND A PLATINUM EXTENDED SERVICE COVERAGE OF (5) YEARS/5,000 HOURS

Total
706,665.00
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**Terms: NET 30 DAYS**

**MORBARK STANDARD TERMS AND CONDITIONS OF SALE**

All Sales by MORBARK ("MORBARK") are made on the following terms and conditions. The equipment and/or parts being sold by MORBARK are hereinafter referred to as "Goods."

1. **ACCEPTANCE.** This Agreement shall become binding on MORBARK only when either (a) it has been accepted or ratified by an authorized officer of MORBARK at its executive office; or (b) the equipment has been delivered to the Purchaser. Purchaser waives notice of MORBARK's acceptance of ratification.

2. **INTERPRETATION.** MORBARK objects to and will not agree to any terms that are additional to or different from the terms of the Agreement. Terms and Conditions which are additional to or in conflict with or inconsistent with this Agreement in a purchase order or other paper prepared by Purchaser shall be considered by both Purchaser and MORBARK to be inapplicable and shall have no force or effect. If Purchaser has not otherwise agreed to these terms and conditions of sale, Purchaser's acceptance of delivery of or payment for the Goods will constitute Purchaser's acceptance of these terms and conditions.

This order is intended by MORBARK and the Purchaser as complete and exclusive statement of the terms and conditions of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms in the Agreement. Any changes, modifications or additions to this Agreement are binding and enforceable only if made in writing and signed by both parties.

3. **DELIVERY AND RISK OF LOSS.** Delivery of Goods covered by this Agreement shall be F.O.B. Destination. MORBARK will assume risk of loss on Goods on which it pays freight and then bills freight to the customer when the Goods are invoiced. The Purchaser will assume the risk of loss on Goods on which it arranges freight and pays the freight carrier directly. In either situation, the customer is responsible for the freight costs, unless otherwise provided for in the order.

4. **NON-DELIVERY OR DELAY.** MORBARK shall not be liable for any damages resulting from any delay or failure of delivery of Goods caused in whole or in part by circumstances beyond MORBARK’s control.

5. **SECURITY AGREEMENT.** Purchaser grants to MORBARK a security interest in the Goods to secure Purchaser's present and future obligations to MORBARK. At MORBARK’s request, Purchaser shall give MORBARK a signed financing statement reflecting the security interest. In the event Purchaser defaults in the payment of any amounts due under this Agreement or in the performance of any other obligation, or if Purchaser is the debtor in a proceeding in bankruptcy, receivership or insolvency, then MORBARK may declare the full amount due this Agreement immediately due and payable without notice or demand, and shall have all of the remedies of a secured party under the Uniform Commercial Code and any other applicable laws. MORBARK shall have the right to take possession of the Goods, and Purchaser agrees upon MORBARK’s request to make the Goods available to MORBARK at such place as MORBARK may designate.

6. **INSURANCE.** From the time risk of loss for the Goods passes to Purchaser until the purchase price for the Goods are fully paid, the Purchaser agrees to keep the Goods insured against all loss or damage in an amount not less than the unpaid portion of the purchase price. Such insurance is to be payable to MORBARK as its interest may appear.

7. **TAXES.** Prices for the Goods specified in the Agreement are exclusive of all local, state, and Federal taxes. Purchaser agrees to pay such taxes directly or to reimburse MORBARK for such taxes.
8. Morbark, Inc. (Morbark) warrants to the original purchaser that this product will be free from defects in materials and workmanship under normal use and operating conditions subject to the conditions and exclusions stated below. No representative, agent or dealer of Morbark or any other person is authorized to modify, expand or extend this warranty in any manner or make any representation on Morbark’s behalf in connection with the sale of any product covered by this warranty. The warranty period starts with the start-up in-service date. See the Warranty Period chart for information on the warranty period.

EXCLUSIONS
This warranty shall not apply to:
1. Product which has been subject to misuse, neglect, modification, alteration, accident or lack of normal maintenance or service
2. Fire damage
3. Labor, unless provided by an authorized Morbark dealer

REMANUFACTURED PARTS
Morbark reserves the right to use remanufactured parts, when available, for warranty replacement parts. The remanufactured component has the same warranty as if it was new.

PURCHASER’S EXCLUSIVE REMEDY
The exclusive remedy of the purchaser in the event the product does not conform to this warranty shall be repair or replacement of the product (at the option of Morbark) without charge to the purchaser, when the product is returned to Morbark’s factory at 8507 South Winn Road, Winn, Michigan, 48896, or at such other locations as may be designated by Morbark. Morbark shall have sole discretion to determine whether and to what extent the product is defective in material or workmanship. The acceptance by Morbark of any product returned is not an admission that the product is defective and if Morbark determines the product is not covered by this warranty, the product may be returned to the purchaser at purchaser’s expense.

DISCLAIMER OF WARRANTY
THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. MORBARK MAKES NO OTHER WARRANTIES REGARDING THE EQUIPMENT AND IN PARTICULAR, MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

LIMITATION OF DAMAGES
MORBARK shall not be liable for any incidental or consequential damages, directly or by subrogation, including but not limited to any claims for fire damage, lost profits, downtime or loss of use in the event the product is defective.

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Terms: NET 30 DAYS
MORBARK, LLC
BOX 1000, WINN, MICHIGAN 48896
Telephone: 989-866-2381
FAX: 989-866-2280
WWW.MORBARK.COM

Account 20491

SOLD
GERING, CITY OF
TO
225 EAST D STREET
GERING NE 69341

Attn: DARRELL VANCE @ 308-439-7568

Order No. 43375 EQ
Order Date 7/29/2016
Customer P.O. NET 30 DAYS
Requested 8/29/2016

DELIVERY INSTRUCTIONS

SHPP CITY OF GERING
TO 225 EAST D STREET
GERING NE 69341

Terms: NET 30 DAYS

EQUIPMENT WARRANTY PERIOD CHART

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Morbark Manufactured Components</th>
<th>Vendor Purchased Components</th>
<th>Extended Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Beaver Chippers</td>
<td>Two (2) years/3,000 hours, whichever comes first</td>
<td>Warranty from vendor applies, minimum of one (1) year</td>
<td>Can purchase prior to start-up</td>
</tr>
<tr>
<td>except Beaver M20R and M12AX</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Stump Grinders</td>
<td>One (1) year/500 hours, whichever comes first</td>
<td>Warranty from vendor applies, minimum of one (1) year</td>
<td>Can purchase prior to start-up</td>
</tr>
<tr>
<td>New Beaver M12AX and M20R</td>
<td>One (1) year/1,000 hours, whichever comes first</td>
<td>Warranty from vendor applies, minimum of one (1) year</td>
<td>Can purchase prior to start-up</td>
</tr>
<tr>
<td>New Forestry, Recycling and Sawmill Equipment</td>
<td>Six (6) months/1,000 hours, whichever comes first</td>
<td>Warranty from vendor applies, minimum of one (1) year</td>
<td>Can purchase prior to start-up</td>
</tr>
<tr>
<td>Used Equipment</td>
<td>As stated on equipment order</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>New Engines</td>
<td>N/A</td>
<td>See Engine Warranty Statement</td>
<td>N/A</td>
</tr>
<tr>
<td>Wear items, including but not limited to, chipper and counter knives, flail chain, anvils, hammers, screens, belts, bearings and tires</td>
<td>Manufacturer’s limited warranty extended to the original purchaser to cover conditions that are reasonably considered to have been within the manufacturer’s control. Conditions not within the manufacturer’s control, such as irregular wear, lack of maintenance, damage due to accidents or vandalism, are not covered.</td>
<td>Manufacturer’s limited warranty extended to the original purchaser to cover conditions that are reasonably considered to have been within the manufacturer’s control. Conditions not within the manufacturer’s control, such as irregular wear, lack of maintenance, damage due to accidents or vandalism, are not covered.</td>
<td>N/A</td>
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Can purchase prior to start-up or possibly up to two (2) years after start-up, depending on the programs offered by the engine supplier.
MORBARK, LLC
BOX 1000, WINN, MICHIGAN 48896
Telephone: 989-866-2381
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**Terms:** NET 30 DAYS

9. ORAL REPRESENTATION. No agent, employee, or representative of MORBARK has any authority to expand MORBARK obligations by any affirmation, representative or warranty concerning the Goods sold under this Agreement beyond those specifically included with this written Agreement.

10. APPLICABLE LAW AND JURISDICTION. MORBARK and Purchaser have made this Agreement in the State of Michigan, and it will be governed by and interpreted according to Michigan Law whenever a term defined by the Uniform Commercial Code is used in the Agreement. The proper jurisdiction and venue of any action or proceeding arising out of this Agreement shall be in the courts of the State of Michigan, County of Isabella, or in the United States District Court that encompasses Isabella County, Michigan. Purchaser agrees to personal jurisdiction by said courts in Michigan and waives any objection to personal jurisdiction. The parties agree that the prevailing party in any dispute arising out of this Agreement shall be entitled to recover its reasonable attorney’s fees and costs from the other party.

11. WAIVER. No waiver by MORBARK of any default by Purchaser shall be effective, unless in writing, nor operate as a waiver of any other default. MORBARK shall not lose any right because it has not exercised it in the past.

12. SEVERABILITY. If any provision of this Agreement is invalid or unenforceable under any law, the provision shall be ineffective to that extent, but the remaining provision shall be unaffected.

**BUYING AGREEMENT**

By signing this equipment order/quote, the buyer, whose address appears above, agrees to purchase from Morbark, LLC, Seller, whose address appears above, the said equipment at the price stated and upon the terms and conditions of this agreement.

This agreement does not constitute a binding contract until accepted by an officer of Morbark.

Morbark officer

Date

Quote is valid for 30 days.
Exceptions:

1. Engine:
   a. Bid calls for a C18 Tier III compliant engine, Morbark is bidding a C15 Tier 4 Final engine so we feel it exceeds the requirements. It meets the displacement and horsepower specifications exceeds the Tier requirement.
   b. Morbark uses two (2) heavy-duty 1400 CCA maintenance free batteries which is another area we exceed the specifications

2. Hopper:
   a. The HT-1042 does not have hydraulic adjustable hopper walls and you can’t adjust it with the remote control.

3. Safety Features:
   a. Morbark is bidding a 2016 HT-1042 that has 147 hours on it and will carry the full machine and engine warranty.
July 29, 2016

City of Gering
Mr. Darrell Vance
Director of Environmental Services
1025 P Street
Gering, NE 69341

RE: Landfill Shredder

Mr. Vance:

Thank you for the opportunity to bid Morbark equipment. Please find the bid documents for the open solicitation for a Landfill Shredder. The completed bid packet contains the following:

- Completed Bid documents
- List of exceptions to specifications
- Quote for a Morbark HT-1042
- Specs for the HT-1042
- Bid specs for that model
- A certified check which represents 5% of the total amount bid
- A reference sheet per the bid requirements
- Acknowledgement of the two (2) addendums that were issued

Should you have any questions, or require additional support information, please feel free to contact me at (800) 831-0042

Best Regards,

Wayne Watts
Governmental Product Support Rep.

enclosures

"With Pride in Performance"
### Power Specifications

1. **Engine/Power Unit**
   Caterpillar C15, Tier 4F, 580 HP that powers the hydraulic and material processing system. There is added horsepower for increased throughput and production efficiency. The engine doesn’t have a clutch.

2. **Engine Rating**
   Engine shall be rated by OEM for wood chipping and grinding operations.

3. **Reversing Fan**
   Morbark programmable reversing fan system with reversing fan on oil cooler. Reversing fan allows the operator to automatically clear debris from the radiator screen during material processing and between regular radiator maintenance reducing engine wear, increasing HP availability, and cooling efficiency resulting in less unscheduled downtime from engine overheating.

4. **Gearbox’s**
   Technodrive gearbox’s with a ratio of 0.81:1

5. **Air Cleaner**
   Dry type air cleaner with centrifugal pre-cleaner and a plastic shield

6. **Oil Filter**
   Full flow oil filter - spin on type

7. **Shut-Down**
   Engine equipped with automatic emergency shutdown to protect against high coolant temperature and low engine oil pressure

8. **Gauges**
   To include hour meter, ammeter, water temperature and low engine oil pressure and fuel level. Sight gauges for flushing system and hydraulic fluids

9. **Cooling System**
   Heavy duty cooling system with a coolant capacity of 26 gallons.

### General Specifications

<table>
<thead>
<tr>
<th>Specification</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Transport Maximum Length</td>
<td>32'5&quot; (transport) 51'7&quot; (operating)</td>
</tr>
<tr>
<td>2. Transport Maximum Height</td>
<td>13' (transport) 11'1&quot; (operating)</td>
</tr>
<tr>
<td>3. Transport Maximum Width</td>
<td>8'6&quot;</td>
</tr>
<tr>
<td>4. Transport Minimum Weight</td>
<td>70,547 lbs.</td>
</tr>
</tbody>
</table>

10. **Electrical System**
    Minimum of 24 volts

11. **Alternator**
    Minimum of 115 amps, 24 volts

12. **Batteries**
    2x 12V (180 aH)
5. Fuel Capacity 210 Gallon
6. Hydraulic Capacity 200 Gallon capacity of HVLP ISO 46 hydraulic oil
7. Flushing System Capacity 26 Gallons
8. Stabilizers Two (2) hydraulically operated stabilizers (hand-crank mechanical type unacceptable)
9. Lighting Shall meet or exceed I.C.C. standards
10. Remote Control Remote control of machine functions from ground or auxiliary machine locations. With a max range of 1,000 feet, the CAN radio operates on a frequency level of 2.4 GHz. The remote control allows
11. Anti-Theft Machine shall be equipped with lockable tool boxes, electrical boxes, fuel tanks and hydraulic tanks.
12. Frame Heavy duty I-Beam construction that increases portability and strength of machine thus increasing grinding opportunities with little effort to ready the machine for transport.
13. Track Strickland Undercarriage with triple grouser pads
14. Maintenance A minimal number of grease zeks on the entire machine. All fluid levels and air cleaners can be monitored and changed from ground level. All pumps are direct drive from the engine (no drive belt maintenance). Side access to rotor for maintenance along with easy access to the engine from both sides of the machine.

<table>
<thead>
<tr>
<th>Material Grinding System</th>
<th>1. Rotor</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Rotor Tube Diameter</td>
<td>25&quot;</td>
</tr>
<tr>
<td>3. Rotor Chamber</td>
<td>3'6&quot; x 9'8&quot;</td>
</tr>
<tr>
<td>4. Rotor Length</td>
<td>9'10&quot;</td>
</tr>
<tr>
<td>5. Rotor Diameter</td>
<td>3'5&quot;</td>
</tr>
<tr>
<td>6. Rotor Weight</td>
<td>9,500 lbs.</td>
</tr>
<tr>
<td>7. Rotor Speed Variable</td>
<td>0 to 40 RPM</td>
</tr>
<tr>
<td>8. Rotor Torque</td>
<td></td>
</tr>
</tbody>
</table>

Internal R&R drives on each end of the rotor are capable of producing 2,041,718 inch pounds of torque. With this high power, the rotor will quickly and efficiently process material. Also it will allow for faster reduction times, quicker recovery to processing mode with less material preparation.

<table>
<thead>
<tr>
<th>Material Discharge System</th>
<th>9. Rotor Surface Wear Plates</th>
</tr>
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<tbody>
<tr>
<td>1. Stacking Conveyor</td>
<td>3/8&quot; AR400 steel welded onto Rotor Drum for added strength and durability</td>
</tr>
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</table>

25'5" x 48", pan support with Dura-lite™ slides, EP 400/3 smooth belting The heavy-duty design allows for steady and uninterrupted disposal of processed material onto a truck or in a pile.
2. Belly Conveyor

17'10" x 40", pan support with Dura-lite™ slides, EP 400/3 smooth belting

3. Discharge Height

15'

Feeding Assembly

1. Fixed Feed Hopper

Loading height of 11'1" provides feed stock to mill for size reduction. The fixed feed hopper provides uninterrupted material flow of a variety of materials with no hopper plugging or damage for prolonged life.

2. Hopper Capacity

5.5 cubic yards

3. Base End Wall

1" thick A572 GR 50 steel used for supporting the Rotor Drives and as the foundation for the base

4. M.I.C.S. System

Morbark integrated Control System (M.I.C.S) technology with on-board loading sensing diagnostics and user-friendly IQAN software. The M.I.C.S. system regulates, monitors, and controls material flow, engine RPM, and machine response in various configurations and material being processed. The system allows for consistent flow of material through processing with reduced machine fatigue, increased utilization of Engine HP, and reduced fuel consumption all while increasing productivity.

Grates

1. Grate system

1" thick easily replaceable grates in a variety of opening sizes and configurations to reduce end product material size.

2. Pivoting Grate Support/Cradle

2" thick A572 GR 50 steel used for supporting and easy access to grates for changing. Allows easy access to, and faster removal and installation of the grate.

3. Counter Knife/Anvil Tooth Assembly

1-1/4" AR400 steel welded to 1" A572 GR 50 steel. This assembly is where the hammer passes through to make the initial cut/breakdown of the material.

4. Counter Knife/Anvil Door Location Adapters

Made with 1-1/2" A572 GR 50 steel, the Anvil/Counter Knife door can be arranged in 6 different positions. This changes the opening between the hammers and counter knives for ease of altering the size of the end product. This is a faster way to change the end product size thus providing more grind time for machine.
BID SPECIFICATIONS – PLEASE CHECK YES OR NO FOR COMPLIANCE

BASIC SPECIFICATIONS

Y x N x Machine shall be a current production 2016 model or newer
Y x N x Engine shall have a minimum of 575 hp
Y x N x Operating weight to be between an approximate 60,000 lbs.-80,000 lbs.

ENGINE

Y x N x Engine shall be Caterpillar C18 ACERT Tier III Compliant or equal
Y x N x Engine shall be US Tier III compliant, liquid cooled six cylinder four stroke diesel type, turbo charged, wet sleeve design, fully equipped with all operating accessories including run hour meter
Y x N x Engine shall have a minimum displacement of 915 cubic inches (15 liters)
Y x N x Engine shall be equipped with direct fuel injection system
Y x N x All heat exchangers and radiators shall be trash specific, a heavy-duty open core design and maximum core of 8.5 fins per inch. No tools shall be required to access radiator
Y x N x Turbocharger and intercooler
Y x N x Engine shall be equipped with a 24 V electrical system for both starting and operating
Y x N x Automatic shut down for low coolant level
Y x N x Automatic shut down for high coolant temperature
Y x N x Pressurized cooling system
Y x N x Pressurized cooling system
Y x N x Engine shall be equipped with a cold weather starting aid system
Y x N x Machine shall be equipped with an engine block heater
Y x N x Machine shall be equipped with 4 heavy-duty 950 CCA maintenance free batteries
Y x N x Machine equipped with an engine cooling fan that can reverse automatically with a programmed cycle or by remote control in order to blow foreign material off the radiator screen and be self-cleaning.

HYDRAULIC SYSTEM

Y x N x Hydraulic cooling system shall be equipped with a programmable reversing fan for self-cleaning and shall be completely separate from the engine cooling system
Y x N x A Hydraulic system shall be a minimum of 50 gallons

FUEL TANK
**Y_x_N__** 180 gallon minimum, with vandal-proof/locking cap

**ECO MODE**

**Y_x_N__** Standard equipped with Eco-Mode for fuel preservation and reduced wear and tear on the unit. When the computer senses the hopper is empty, the engine automatically idles down to minimize fuel consumption and wear and tear

**SERVICE**

**Y_x_N__** Incorporate a self-diagnostic package which is capable of displaying on the main display panel in simple English terms (not code numbers) any faults or maintenance required with the machine during operation. At a minimum, the display shall include the faults/maintenance required for low engine oil pressure, low hydraulic oil level, high oil temperatures, loose electrical connections, wire breaks with identifying number, low diesel level, primary and secondary air filter condition, and diesel filter condition

**Y_x_N__** Control panel display to indicate in advance when the hour service is due to ensure maintenance is performed as required in 250 hour increments i.e. 250, 500, 750, 1000 hours, etc...

**Y_x_N__** GSM system allowing connection between the machine and factory to aid in diagnostics (machine and engine) when maintenance and/or repair is required. This connection and monthly service is for the duration of the Factory Machine Warranty (2 years) shall be included in the scope of supply

**Y_x_N__** Discharge conveyors shall be sectional with one belly conveyor and one foldable output conveyor. Each conveyor shall contain its own belt and own framework allowing for easy service and maintenance

**Y_x_N__** All major engine/machine fluids will contain separate drainage systems clearly labeled for ease of service

**SHREDDING UNIT**

**Y_x_N__** Single shaft design

**Y_x_N__** Variable speed, variable torque to allow for the shredding of the most difficult materials

**Y_x_N__** Shaft shall run at a maximum of 38 RPM

**Y_x_N__** Shaft will automatically reverse using primary engine when a contaminant needs to be cleared and the machine shall idle down to prevent damage when an un-shredable enters the machine

**Y_x_N__** Shredder shall not contain a screen basket

**Y_x_N__** Countercomb/Anvil or equal shall open to allow for easy and safe access to the wear parts
Teeth on the shaft shall be easily exchanged and mounted on the shaft with bolts. The shaft will contain a minimum of 30 teeth.

Countercomb/Anvil or equal shall contain a minimum of 17 teeth.

Clearance between the shaft and the belly conveyor shall be a minimum of 32” to prevent damage and/or stoppage to the bell belt.

**HOPPER**

- **Y** N **X**
  - Fully hydraulic and fully adjustable hopper walls (all four sides)

- **Y** N **X**
  - Operator shall be able to adjust hopper sidewall positions from the remote to assist with difficult materials

- **Y** N **X**
  - Hopper in combination with machine design build concept shall be equipped to minimize dust and debris

**REMOTE**

- **Y** N **X**
  - Operator shall be able to start/stop the machine from working mode from the remote

- **Y** N **X**
  - Operator shall be able to move the machine from the remote

- **Y** N **X**
  - Operator shall be able to adjust conveyor discharge height from the remote

**PROGRAMS**

- **Y** X **N**
  - Machine shall have 3 standard program settings that can be freely selected based on type of material and a 4th program setting that can be customized

**FEEDSTOCK**

- **Y** N **X**
  - Machine shall be easily capable of processing multiple types of input material with no modifications to machine

- **Y** N **X**
  - Machine shall be able to process all MSW including but not limited to; Transfer Station Waste, C&D, Tires, Metal, Bulky Waste, Carpet, White Goods, and all other waste associated with a MSW Landfill

**SAFETY FEATURES**

- **Y** N **X**
  - Shredder shall be a 2016 model or newer with less than 20 hours on tachometer and ready for use. The shredder is to be the latest factory design and incorporate all of the following safety options:

- **Y** N **X**
  - Minimum four (4) emergency stop buttons (including remote)

- **Y** N **X**
  - Fire extinguisher

- **Y** N **X**
  - Countercomb/Anvil or equal wall/shredding chamber/rotor shall be easily
accessible from the ground and from the tracks. Standing in the machine on the rotor or countercomb for normal maintenance should not be required

MANUALS

Y x N__ Bidder to supply two (2) complete sets of manuals including but not limited to; maintenance manuals covering hydraulic and electrical systems with schematics, service manuals, parts manuals with CD, operator’s manual and video if available, factor recommended preventative maintenance schedule

Y x N__ Bidder to supply specialty tools required to perform daily maintenance

TRAINING

Y x N__ Successful bidder will furnish two days of onsite formal training for operators and mechanics on safety, operation, operator service and other topics to insure that all are familiar with the proper operator maintenance, servicing and safe operation of the equipment

WARRANTY/SERVICE AGREEMENT

Y x N__ Shredder shall be delivered with a 5 year and/or 5,000 hour total coverage warranty on the engine

Y x N__ Machine to have a minimum of 2 year and/or 2,000 hour total coverage warranty

Y x N__ The City understands the warranty will only remain valid when OEM parts are used during the warranty period.
CONTRACT NEGOTIATIONS

The City of Gering reserves the right to negotiate any and all items in the formal contract as they may relate to the Scope of Services, etc. found in the Request for Bids.

Please indicate the nearest sales, service & parts location

Name: Power Motive Corp
tation
Location: Milliken, CO
Phone: (970) 587-1188

Please indicate the nearest location of resident service technician and his name

Name: Power Motive Service Manager
Location: Denver, CO
Phone: (303) 355-5900
Individual
By: ________________________________
(SEAL)
doing business as: ________________________________
Business Address: ________________________________
Phone No.: ________________________________ Fax No.: ________________________________

Partnership
By: ________________________________
(Firm Name)
______________________________
(General Partner)
Business Address: ________________________________
Phone No.: ________________________________ Fax No.: ________________________________

Corporation
By: Morbark LLC
(Corporation Name)
Michigan
(State of Incorporation)
By: John Foote
(Name of person authorized to sign)
Senior V.P.
(Corporate Seal)
Attest

8507 S. Winn Road

Winn, MI 48896
Phone No.: (800) 831-0042 Fax No.: (989) 866-2280

Submitted on ____________________ 2016
Month Day

Signature
ECOVERSE

WITH THE EARTH IN MIND

AUGUST 2016

BID FOR CITY OF GERING

DW 3060K Slow-Speed Shredder

MURPHY TRACTOR AND EQUIPMENT CO.

220810 HWY 92

GERING, NE. 69341
**BID FORM**

**LANDFILL SHREDDER**

The bidder proposes and agrees, if the bid is accepted, to furnish equipment meeting or exceeding the minimum specifications specified for the contract price and within the time indicated in this bid. This bid will remain subject to acceptance for thirty (30) days after the date of bid opening. Bidder shall use and complete all items on the bid forms including the compliance check in the Specifications.

The City reserves the right to reject any and/or all proposals, select/not select options as bid below, waive any informality in the proposals received and to accept the proposals it deems most beneficial to the City.

**LANDFILL SHREDDER**

1 each at: **FIVE HUNDRED TWELVE THOUSAND**

THREE HUNDRED FOURTY NINE DOLLARS

\[
\text{(Words - Lump Sum Price)} \quad \text{\$ 512,349.00 \quad (Figures L.S.)}
\]

List: Make and Model: **DOPPSTADT DW3060K**

Delivery if other than 120 days: (specify): ___________

Total Calendar Days

40

Years at Present Location

List: Factory Authorized Parts & Service Center
MURPHY TRACTOR & EQUIPMENT CO.
220810 HWY 92 GERING, NE 69341

Address

CONTACTS:

Parts: **JOE BLANKE**

Telephone: **308-436-2177**

Service: **JOE BLANKE**

Telephone: **308-436-2177**
BID SPECIFICATIONS – PLEASE CHECK YES OR NO FOR COMPLIANCE

BASIC SPECIFICATIONS

Y X  N  Machine shall be a current production 2016 model or newer
Y    N X  Engine shall have a minimum of 575 hp
Y X  N__  Operating weight to be between an approximate 60,000 lbs.-80,000 lbs.

ENGINE

Y X  N  Engine shall be Caterpillar C18ACERT Tier III Compliant or equal
Y X  N__  Engine shall be US Tier III compliant, liquid cooled six cylinder four stroke diesel
type, turbo charged, wet sleeve design, fully equipped with all operating
accessories including run hour meter
Y    N X  Engine shall have a minimum displacement of 915 cubic inches (15 liters)
Y X  N  Engine shall be equipped with direct fuel injection system
Y X  N__  All heat exchangers and radiators shall be trash specific, a heavy-duty open core
design and maximum core of 8.5 fins per inch. No tools shall be required to
access radiator
Y X  N  Turbocharger and intercooler
Y X  N__  Engine shall be equipped with a 24 V electrical system for both starting and
operating
Y X  N  Automatic shut down for low coolant level
Y X  N  Automatic shut down for high coolant temperature
Y X  N  Pressurized cooling system
Y X  N  Pressurized cooling system
Y X  N  Engine shall be equipped with a cold weather starting aid system
Y X  N  Machine shall be equipped with an engine block heater
Y X  N__  Machine shall be equipped with 4 heavy-duty 950 CCA maintenance free
batteries
Y X  N__  Machine equipped with an engine cooling fan that can reverse automatically with
a programmed cycle or by remote control in order to blow foreign material off the
radiator screen and be self-cleaning.

HYDRAULIC SYSTEM

YX N__  Hydraulic cooling system shall be equipped with a programmable reversing fan
for self-cleaning and shall be completely separate from the engine cooling system
Y__N X  A Hydraulic system shall be a minimum of 50 gallons

FUEL TANK
**ECO MODE**

**YX_N** Standard equipped with Eco-Mode for fuel preservation and reduced wear and tear on the unit. When the computer senses the hopper is empty, the engine automatically idles down to minimize fuel consumption and wear and tear.

**SERVICE**

**YX_N** Incorporate a self-diagnostic package which is capable of displaying on the main display panel in simple English terms (not code numbers) any faults or maintenance required with the machine during operation. At a minimum, the display shall include the faults/maintenance required for low engine oil pressure, low hydraulic oil level, high oil temperatures, loose electrical connections, wire breaks with identifying number, low diesel level, primary and secondary air filter condition, and diesel filter condition.

**YX_N** Control panel display to indicate in advance when the hour service is due to ensure maintenance is performed as required in 250 hour increments i.e. 250, 500, 750, 1000 hours, etc...

**YX_N** GSM system allowing connection between the machine and factory to aid in diagnostics (machine and engine) when maintenance and/or repair is required. This connection and monthly service is for the duration of the Factory Machine Warranty (2 years) shall be included in the scope of supply.

**YX_N** Discharge conveyors shall be sectional with one belly conveyor and one foldable output conveyor. Each conveyor shall contain its own belt and own framework allowing for easy service and maintenance.

**YX_N** All major engine/machine fluids will contain separate drainage systems clearly labeled for ease of service.

**SHREDDING UNIT**

**YX_N** Single shaft design.

**YX_N** Variable speed, variable torque to allow for the shredding of the most difficult materials.

**YX_N** Shaft shall run at a maximum of 38 RPM.

**YX_N** Shaft will automatically reverse using primary engine when a contaminant needs to be cleared and the machine shall idle down to prevent damage when an un-shredable enters the machine.

**YX_N** Shredder shall not contain a screen basket.

**YX_N** Countercomb/Anvil or equal shall open to allow for easy and safe access to the wear parts.
Teeth on the shaft shall be easily exchanged and mounted on the shaft with bolts. The shaft will contain a minimum of 30 teeth.

Countercomb/Anvil or equal shall contain a minimum of 17 teeth.

Clearance between the shaft and the belly conveyor shall be a minimum of 32" to prevent damage and/or stoppage to the bell belt.

**HOPPER**

Fully hydraulic and fully adjustable hopper walls (all four sides)

Operator shall be able to adjust hopper sidewall positions from the remote to assist with difficult materials

Hopper in combination with machine design build concept shall be equipped to minimize dust and debris

**REMOTE**

Operator shall be able to start/stop the machine from working mode from the remote

Operator shall be able to move the machine from the remote

Operator shall be able to adjust conveyor discharge height from the remote

**PROGRAMS**

Machine shall have 3 standard program settings that can be freely selected based on type of material and a 4th program setting that can be customized

**FEEDSTOCK**

Machine shall be easily capable of processing multiple types of input material with no modifications to machine

Machine shall be able to process all MSW including but not limited to; Transfer Station Waste, C&D, Tires, Metal, Bulky Waste, Carpet, White Goods, and all other waste associated with a MSW Landfill

Shredder shall be a 2016 model or newer with less than 20 hours on tachometer and ready for use. The shredder is to be the latest factory design and incorporate all of the following safety options:

Minimum four (4) emergency stop buttons (including remote)

Fire extinguisher

Countercomb/Anvil or equal wall/shredding chamber/rotor shall be easily
accessible from the ground and from the tracks. Standing in the machine on the rotor or countercomb for normal maintenance should not be required

MANUALS

YX_N___ Bidder to supply two (2) complete sets of manuals including but not limited to; maintenance manuals covering hydraulic and electrical systems with schematics, service manuals, parts manuals with CD, operator’s manual and video if available, factor recommended preventative maintenance schedule

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YX_N___ Machine to have a minimum of 2 year and/or 2,000 hour total coverage warranty

YX_N___ The City understands the warranty will only remain valid when OEM parts are used during the warranty period.
DOPPSTADT DW 3060K CUSTOMER REFERENCES

JACK NEWLUM-402-461-2308  Solid waste Superintendent- Hastings, NE.

STEVE KELLEY-702-266-4144  Napa Disposal/Recycling- Napa, CA

LARRY CHRISTIANSEN-708-259-5285 Christiansen Farms- Illinois
PRICE FOR DOPPSTADT- DW 3060K HIGH TORQUE SLOW SPEED SHREDDER
.............................................................................. $512,349.00

INCLUDED OPTIONS

• 3 YEAR 3000 HOUR TOTAL MACHINE WARRANTY
• 5 YEAR 8000 HOUR ENGINE WARRANTY
• TWO (2) COMPLETE SETS OF OPERATORS MANUELS
• TWO(2) DAYS ON SITE OPERATION AND MAINTENANCE TRAINING BY DOPPSTADT REPRESENTATIVES
• LOCAL RESPONSIVE PARTS AND SERVICE
• DELIVERY TO LANDFILL AND SET UP
BID INFORMATIONAL FORM & ADDENDUM DATA

1. PROJECT: Bidding documents for a "Landfill Shredder" for the City of Gering, Nebraska.

2. THIS BID IS SUBMITTED TO: City of Gering
   1025 'P' Street P.O. Box 687
   Gering, Nebraska 69341
   Telephone: (308) 436-5096
   Fax: (308) 436-6899

3. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER, in the form included in the Contract Documents, to supply a new Landfill Shredder as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid, and in accordance with the other terms and conditions of the Contract Documents.

4. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the day of the Bid opening. BIDDER shall sign and submit the Agreement with the Bonds (if applicable) and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER’s Notice of Award.

5. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

6. BIDDER has examined copies of all the Bidding Documents and or the following Addenda (receipt of all which is hereby acknowledged):

<table>
<thead>
<tr>
<th>ADDENDUM NUMBER(S)</th>
<th>DATED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>JUNE 28 2016</td>
</tr>
</tbody>
</table>

7. BIDDER is familiarized with the nature and extent of the Contract Documents; and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

8. BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

9. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or
CITY OF GERING
ADDENDUM NO. 1
LANDFILL SHREDDER BID DATE EXTENSION

June 28, 2016

This addendum shall be understood to be a part of the project as described above and as such shall be included in the contract. This addendum includes Clarification to the Contract Documents specifically extending the date bids are to be received in the Advertisement for Bids and referred to throughout the contract documents.

Failure to acknowledge receipt of this Addendum on the bid Schedule, Sheet 12 could result in rejection of your bid.

1. The City of Gering is extending the date of the bid opening from 2:00 p.m., (M.S.T.) Wednesday, July 6, 2016 to 2:00 p.m., (M.S.T.) Thursday, August 3, 2016.

Paul Swarr, PE 6-28-2016 Date

- Please sign below to acknowledge receipt of this Addendum and email or fax to: pswarr@gering.org
  Fax (308) 436-6899

- Ensure documenting Sheet 12 of the Bid Documents.

Jr. Analyst 6-25-2016
Name
Title
BIDDER AFFIDAVIT

The following affidavit shall be completed and executed by the bidder as a condition to award of
the contract, in conformity with the provisions of Section 112 @ Title US Code.

STATE OF NEBRASKA ss.
CITY OF GERING ss.

Comes now JULY 29TH 2016, being first duly sworn, and deposes and
says: That he is the VICE PRESIDENT of the firm of MURPHY TRACTOR
which said firm, in response to advertisement therefor, has submitted a bid for:

One Complete Landfill Shredder, as specified in the Contract Documents.

Your affiant states that the said firm of MURPHY TRACTOR
has not by or through any of its officers, partners, owners or any other person associated therewith,
either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise
taken any action in restraint of free, competitive bidding in connection with aforesaid, and is not
financially interested in or otherwise affiliated in a business way with any other bidder on this
proposal.

[Signature]

VICE PRESIDENT

>Title

Subscribed and sworn to before me this 29TH day of JULY, 2016.

[Signature]
Jolie Schwartzkopf
Notary Public for State of Nebraska
Residing at Scotts Bluff County
Commission expiration date: 2-15-2018

IT IS PREFERRED THAT THIS FORM BE SIGNED AS A PART OF THE
BIDDER/SUPPLIER'S PROPOSAL BUT MUST BE SIGNED BEFORE AWARD OF THE
CONTRACT.
**CONTRACT NEGOTIATIONS**

The City of Gering reserves the right to negotiate any and all items in the formal contract as they may relate to the Scope of Services, etc. found in the Request for Bids.

Please indicate the nearest sales, service & parts location

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Humdinger Equipment, Ltd.</td>
<td>806-771-9944</td>
<td>Lubbock, Texas</td>
</tr>
<tr>
<td>Sandberg Implement, Inc.</td>
<td>308-436-2179</td>
<td>Gering, NE</td>
</tr>
</tbody>
</table>

Please indicate the nearest location of resident service technician and his name

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sandberg Implement, Inc.</td>
<td>308-436-2179</td>
</tr>
</tbody>
</table>
BID FORM
LANDFILL SHREDDER

The bidder proposes and agrees, if the bid is accepted, to furnish equipment meeting or exceeding the minimum specifications specified for the contract price and within the time indicated in this bid. This bid will remain subject to acceptance for thirty (30) days after the date of bid opening. Bidder shall use and complete all items on the bid forms including the compliance check in the Specifications.

The City reserves the right to reject any and/or all proposals, select/not select options as bid below, waive any informality in the proposals received and to accept the proposals it deems most beneficial to the City.

LANDFILL SHREDDER

1 each at:

Seven Hundred Twenty-Nine Thousand Six Hundred Fifty-two dollars
(Shop Sum Price) $729,652.00
(Figures LS.)

List: Make and Model: Tana 440DT ECO Low Speed Shredder

Delivery if other than 120 days: (specify):

List: Factory Authorized Parts & Service Center
160085 Hwy 71, Gering NE 69341 or
3202 Clovis Road, Lubbock, Texas 79423

Address

Sandberg 308-436-2179 or
Telephone: Humdinger 806-620-6245

Total Calendar Days
Sandberg Implement started in 1952
Humdinger Equipment started in 2005

Years at Present Location

Service: Roger Bitel Sandberg Implement or
James Lott Humdinger Equipment

Sandberg 308-436-2179 or
Telephone: Humdinger 806-620-6245

CONTACTS:
SPECIFICATIONS
LANDFILL SHREDDER

GENERAL

Equipment Requirements

Description
The landfill Shredder shall be a diesel powered low speed, high torque MSW Sanitary Landfill Shredder, capable of processing; including but not limited to, MSW, C&D, Tires, Metal, Bulky Waste, and all other waste associated with a MSW Landfill - integrated into a single machine that is remote control operated, self-propelled, track mounted unit.

Engine
CAT C18 ACERT Diesel engine or equivalent with a minimum of 575 HP at 1900 RPM, Tier III compliant. The engine is to be located in an enclosed compartment with insulation for sound dampening and shall be accessible from all three sides and contain a minimum of 3 access doors to maximize ease of service. The engine shall meet all current State and Federal Regulations and include the following:

- Turbocharger and intercooler
- Automatic shut down for low oil pressure
- Automatic shut down for low coolant level
- Automatic shut down for high coolant temperature
- Pressurized cooling system
- Engine block heater
- Heavy duty two stage air filter with restriction indicator

Engine Cooling System/Auto Reversing Fan
The machine shall be equipped with an engine cooling fan that can reverse automatically with a programmed cycle or by remote control in order to blow foreign material off the radiator screen. The cooling fan must be easily accessible from the side of the machine.

Hydraulic System

- Hydraulic cooling system shall be equipped with a programmable reversing fan for self-cleaning with capability to not overheat running on a full day operation.
- Hydraulic system shall be a minimum of 50 gallons

Fuel Tank
- 180 gallon minimum, with vandal-proof locking cap

Eco Mode
Individual
By: ________________
(SEAL)
doing business as: ________________
Business Address: ________________
Phone No.: ________________ Fax No.: ________________

Partnership
By: Humdinger Equipment, Ltd. (Firm Name)
    Chad Phares, Vice President (General Partner)
Business Address: 3202 Clovis Road, Lubbock, Texas 79415
Phone No.: 806-771-9944 Fax No.: 806-771-9945

Corporation
By: ________________ (Corporation Name)
(State of Incorporation)
By: ________________ (Name of person authorized to sign)
    (Title)

Attest: ________________ (Secretary)

Business Address: ________________
Phone No.: ________________ Fax No.: ________________

Submitted on ________________
    July 29, 2016
    Month    Day

Signature

U/Landfill/Existing Landfill/Equipment/2016 Landfill Shredder Page 24
BIDDER AFFIDAVIT

The following affidavit shall be completed and executed by the bidder as a condition to award of the contract, in conformity with the provisions of Section 112 @ Title US Code.

STATE OF Texas )
CITY OF Lubbock )ss.

Comes now Chad Phares, being first duly sworn, and deposes and says: That he is the Vice President of the firm of Humdinger Equipment, Ltd. which said firm, in response to advertisement therefor, has submitted a bid for:

One Complete Landfill Shredder, as specified in the Contract Documents.

Your affiant states that the said firm of Humdinger Equipment, Ltd. has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with aforesaid, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this proposal.

Chad Phares

(Signature)

Vice President

(Title)

Subscribed and sworn to before me this 29 day of July, 2016.

Cassie Jones

Notary Public for Texas

Residing at Lubbock

Commission expiration date: 1-16-21

IT IS PREFERRED THAT THIS FORM BE SIGNED AS A PART OF THE BIDDER/SUPPLIER’S PROPOSAL BUT MUST BE SIGNED BEFORE AWARD OF THE CONTRACT.
PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE ________________________________ of ______________________ as Principal, and ________________________________ as Surety, are held and firmly bound unto the City of Gering, Scottsbluff County, Nebraska, 69341 (hereinafter called City) in the full and penal sum of Five percent of the total amount of the proposal of said Principal for the work hereinafter described, for the payment of which will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

The condition of this obligation is such that whereas the Principal has this day submitted a sealed proposal for:

One (1) Complete Landfill Shredder, meeting the specifications herein.

NOW THEREFORE, If the said Principal shall be awarded and shall duly make and enter into a contract with the City in accordance with the terms of said proposal and at the time the equipment is delivered and is acceptable to the City for the faithful performance of such contract, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument, this ______ day of ______________________, 2016.

WITNESS: ____________________________________________  ________________________________
                    (If Individual of Firm)  (Principal)

ATTEST: ____________________________________________  ________________________________
                    (If Corporation)  (Title)

ATTEST: ____________________________________________  ________________________________
                    (Corporate Seal)  (Surety)

BY: ____________________________________________  ________________________________
                    (Title)
BID SPECIFICATIONS – PLEASE CHECK YES OR NO FOR COMPLIANCE

BASIC SPECIFICATIONS

\[ Y \ Y \ Y \]  Machine shall be a current production 2016 model or newer
\[ Y \ Y \ Y \]  Engine shall have a minimum of 575 hp
\[ Y \ Y \ Y \]  Operating weight to be between an approximate 50,000 lbs.-80,000 lbs.

ENGINE

\[ Y \ Y \ Y \]  Engine shall be Caterpillar C18ACERT Tier III Compliant or equal
\[ Y \ Y \ Y \]  Engine shall be US Tier III compliant, liquid cooled six cylinder four stroke diesel type, turbo charged, wet sleeve design, fully equipped with all operating accessories including run hour meter
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\[ Y \ Y \ Y \]  Machine equipped with an engine cooling fan that can reverse automatically with a programmed cycle or by remote control in order to blow foreign material off the radiator screen and be self-cleaning.

HYDRAULIC SYSTEM

\[ Y \ Y \ Y \]  Hydraulic cooling system shall be equipped with a programmable reversing fan for self-cleaning and shall be completely separate from the engine cooling system
\[ Y \ Y \ Y \]  A Hydraulic system shall be a minimum of 50 gallons

FUEL TANK
Y X  N__  180 gallon minimum, with vandal-proof/locking cap

ECO MODE

Y X  N__  Standard equipped with Eco-Mode for fuel preservation and reduced wear and tear on the unit. When the computer senses the hopper is empty, the engine automatically idles down to minimize fuel consumption and wear and tear

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Y X  N__  Incorporate a self-diagnostic package which is capable of displaying on the main display panel in simple English terms (not code numbers) any faults or maintenance required with the machine during operation. At a minimum, the display shall include the faults/maintenance required for low engine oil pressure, low hydraulic oil level, high oil temperatures, loose electrical connections, wire breaks with identifying number, low diesel level, primary and secondary air filter condition, and diesel filter condition

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**HOPPER**

**Y X N**

Fully hydraulic and fully adjustable hopper walls (all four sides)

**Y X N**

Operator shall be able to adjust hopper sidewall positions from the remote to assist with difficult materials

**Y X N**

Hopper in combination with machine design build concept shall be equipped to minimize dust and debris

**REMOTE**

**Y X N**

Operator shall be able to start/stop the machine from working mode from the remote

**Y X N**

Operator shall be able to move the machine from the remote

**Y X N**

Operator shall be able to adjust conveyor discharge height from the remote

**PROGRAMS**

**Y X N**

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**Y X N**

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**Y X N**

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**SAFETY FEATURES**

**Y X N**

Shredder shall be a 2016 model or newer with less than 20 hours on tachometer and ready for use. The shredder is to be the latest factory design and incorporate all of the following safety options:

**Y X N**

Minimum four (4) emergency stop buttons (including remote)

**Y X N**

Fire extinguisher

**Y X N**

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Y ☒ N ☐ Bidder to supply specialty tools required to perform daily maintenance.

TRAINING

Y ☒ N ☐ Successful bidder will furnish two days of onsite formal training for operators and mechanics on safety, operation, operator service and other topics to insure that all are familiar with the proper operator maintenance, servicing and safe operation of the equipment.

WARRANTY/SERVICE AGREEMENT

Y ☒ N ☐ Shredder shall be delivered with a 5 year and/or 5,000 hour total coverage warranty on the engine.

Y ☒ N ☐ Machine to have a minimum of 2 year and/or 2,000 hour total coverage warranty.

Y ☒ N ☐ The City understands the warranty will only remain valid when OEM parts are used during the warranty period.
POWER SCREENING, LLC
screening and crushing
Colorado, Eastern Wyoming, New Mexico, Nebraska, Southwestern Kansas

POWER SCREENING, LLC REFERENCE LIST

Waste – Not Recycling
Johnstown, CO
Crambo 5000
Todd Loose – 970-669-9912

BioChar Now
Berthoud, CO
Crambo 3400
Dave Parks – 970-593-9100

CertainTeed Gypsum
USA
Crambo 3400 x 2
Charles Johnson – 304-312-3532
BID FORM
LANDFILL SHREDDER

The bidder proposes and agrees, if the bid is accepted, to furnish equipment meeting or exceeding the minimum specifications specified for the contract price and within the time indicated in this bid. This bid will remain subject to acceptance for thirty (30) days after the date of bid opening. Bidder shall use and complete all items on the bid forms including the compliance check in the Specifications.

The City reserves the right to reject any and/or all proposals, select/not select options as bid below, waive any informality in the proposals received and to accept the proposals it deems most beneficial to the City.

LANDFILL SHREDDER

1 each at:

Seven hundred and nine thousand Eight hundred seventy five dollars \$ 709,875.00
(Words - Lump Sum Price)
(Figures L.S.)

List: Make and Model: Komptech Terminator 6000

Delivery if other than 120 days: (specify):

List: Factory Authorized Parts & Service Center
Power Screening, LLC 9725 Brighton Rd Address
Denver, CO 80240 30 years - 1986

Total Calendar Days

Years at Present Location

CONTACTS:

Parts: Dale Williams Service: Marty Canavan
Phone: 303-287-0100 Telephone: 303-287-0100
SPECIFICATIONS
LANDFILL SHREDDER

GENERAL

Equipment Requirements

Description
The landfill Shredder shall be a diesel powered low speed, high torque MSW Sanitary Landfill Shredder, capable of processing; including but not limited to, MSW, C&D, Tires, Metal, Bulky Waste, and all other waste associated with a MSW Landfill – integrated into a single machine that is remote control operated, self-propelled, track mounted unit.

Engine
CAT C18 ACERT Diesel engine or equivalent with a minimum of 575 HP at 1900 RPM, Tier III compliant. The engine is to be located in an enclosed compartment with insulation for sound dampening and shall be accessible from all three sides and contain a minimum of 3 access doors to maximize ease of service. The engine shall meet all current State and Federal Regulations and include the following:

- Turbocharger and intercooler
- Automatic shut down for low oil pressure
- Automatic shut down for low coolant level
- Automatic shut down for high coolant temperature
- Pressurized cooling system
- Engine block heater
- Heavy duty two stage air filter with restriction indicator

Engine Cooling System/Auto Reversing Fan

The machine shall be equipped with an engine cooling fan that can reverse automatically with a programmed cycle or by remote control in order to blow foreign material off the radiator screen. The cooling fan must be easily accessible from the side of the machine.

Hydraulic System

- Hydraulic cooling system shall be equipped with a programmable reversing fan for self-cleaning with capability to not overheat running on a full day operation.
- Hydraulic system shall be a minimum of 50 gallons

Fuel Tank

- 180 gallon minimum, with vandal-proof/locking cap

Eco Mode
• Shredder shall be standard equipped with Eco-Mode for fuel preservation and reduced wear and tear on the unit. When the computer senses the hopper is empty, the engine automatically idles down to minimize fuel consumption and wear and tear.

Service

• Shredder shall incorporate a self-diagnostic package which is capable of displaying on the main display panel in simple English terms (not code numbers) any faults or maintenance required with the machine during operation. At a minimum, the display shall include the faults/maintenance required for low engine oil pressure, low hydraulic oil level, high oil temperatures, loose electrical connections, wire breaks with identifying number, low diesel level, primary and secondary air filter condition, and diesel filter condition.

• Control panel display to indicate in advance when the hour service is due to ensure maintenance is performed as required in 250 hour increments i.e. 250, 500, 750, 1000 hours, etc...

• Shredder to include a GSM system allowing connection between the machine and factory to aid in diagnostics for machine and engine when maintenance and/or repair are required. This connection and monthly service shall be for the duration of the Factory Machine Warranty (2 years) and be included in the scope of bid.

• Discharge conveyors shall be sectional with one belly conveyor and one foldable output conveyor. Each conveyor shall contain its own belt and own framework allowing for easy service and maintenance

• All major engine/machine fluids will contain separate drainage systems clearly labeled for ease of service

Shredding Unit

• Shredder shall be single shaft design
• Shaft shall be variable speed, variable torque to allow for the shredding of the most difficult materials
• Shaft shall run at a maximum of 40 RPM
• Shaft will automatically reverse when a contaminant needs to be cleared using primary engine. The machine shall idle down to prevent damage when an un-shreddable item enters the machine and the machine is unable to process it.
• Shredder shall not contain a screen basket
• Countercomb/Anvil or equal shall open to allow for easy and safe access to the wear parts
• Teeth on the shaft shall be easily exchanged and mounted on the shaft with bolts. The shaft will contain a minimum of 30 teeth
• Clearance between the shaft and the belly conveyor shall be a minimum of 32” to prevent damage and/or stoppage to the bell belt
Hopper

- Fully hydraulic and fully adjustable hopper walls (all four sides)
- Operator shall be able to adjust hopper sidewall positions from the remote to assist with difficult materials
- Hopper in combination with machine design build concept shall be equipped to minimize dust and debris

Remote

- Operator shall be able to start/stop the machine/rotor from working mode from the remote
- Operator shall be able to move the machine from the remote
- Operator shall be able to adjust conveyor discharge height from the remote

Programs

- Machine shall have 3 standard program settings that can be freely selected based on type of material and a 4th program setting that can be customized

Feedstock

- Machine shall be easily capable of processing multiple types of input material with no modifications to machine
- Machine shall be able to process all MSW including but not limited to; Transfer Station Waste, C&D, Tires, Metal, Bulky Waste, Carpet, White Goods, and all other waste associated with a MSW Landfill.

Safety Features

Shredder shall be a 2016 model or newer with less than 20 hours on tachometer and ready for use. The shredder is to be the latest factory design and incorporate all of the following safety options:

- Minimum four (4) emergency stop buttons (including remote)
- Fire extinguisher
- Countercomb/Anvil or equal – wall/shredding chamber/rotor shall be easily accessible from the ground and/or from the tracks. Standing in the machine on the rotor or countercomb for normal maintenance should not be required

Manuals

- Bidder to supply two (2) complete sets of manuals including but not limited to; maintenance manuals covering hydraulic and electrical systems with schematics, service manuals, parts manuals with CD, operators manual and video if available, factor recommended preventative maintenance schedule
- Bidder to supply specialty tools required to perform daily maintenance
Training

The successful bidder will furnish two days of onsite formal training for operators and mechanics on safety, operation, operator service and other topics to insure that all are familiar with the proper operator maintenance, servicing and safe operation of the equipment.

Warranty

- Shredder shall be delivered with a 5 year and/or 5,000 hour total coverage warranty on the engine
- Machine to have a minimum of 2 year and/or 2,000 hour total coverage warranty
- The City understands the warranty will only remain valid when OEM parts are used during the warranty period.

Bidder shall provide all labor and equipment necessary to fulfill the terms and this proposal

The successful bidder is responsible to ensure that the vehicle/equipment meets all applicable laws to include, but not limited to OSHA

All exceptions to the specification shall be clearly stated. Substitution items or suppliers shall be identified

Specifications and descriptive literature shall be provided for the equipment and all major components being bid. Two (2) complete sets of manuals shall be provided at the time of delivery.
BID SPECIFICATIONS – PLEASE CHECK YES OR NO FOR COMPLIANCE

BASIC SPECIFICATIONS

Y Yes N No
Machine shall be a current production 2016 model or newer

Y Yes N No
Engine shall have a minimum of 575 hp

Y Yes N No
Operating weight to be between an approximate 60,000 lbs.-80,000 lbs.

ENGINE

Y Yes N No
Engine shall be Caterpillar C18 ACERT Tier III Compliant or equal

Y Yes N No
Engine shall be US Tier III compliant, liquid cooled six cylinder four stroke diesel type, turbo charged, wet sleeve design, fully equipped with all operating accessories including run hour meter

Y Yes N No
Engine shall have a minimum displacement of 915 cubic inches (15 liters)

Y Yes N No
Engine shall be equipped with direct fuel injection system

Y Yes N No
All heat exchangers and radiators shall be trash specific, a heavy-duty open core design and maximum core of 8.5 fins per inch. No tools shall be required to access radiator

Y Yes N No
Turbocharger and intercooler

Y Yes N No
Engine shall be equipped with a 24 V electrical system for both starting and operating

Y Yes N No
Automatic shut down for low coolant level

Y Yes N No
Automatic shut down for high coolant temperature

Y Yes N No
Pressurized cooling system

Y Yes N No
Pressurized cooling system

Y Yes N No
Engine shall be equipped with a cold weather starting aid system

Y Yes N No
Machine shall be equipped with an engine block heater

Y Yes N No
Machine shall be equipped with 4 heavy-duty 950 CCA maintenance free batteries

Y Yes N No
Machine equipped with an engine cooling fan that can reverse automatically with a programmed cycle or by remote control in order to blow foreign material off the radiator screen and be self-cleaning.

HYDRAULIC SYSTEM

Y Yes N No
Hydraulic cooling system shall be equipped with a programmable reversing fan for self-cleaning and shall be completely separate from the engine cooling system

Y Yes N No
A Hydraulic system shall be a minimum of 50 gallons
180 gallon minimum, with vandal-proof/locking cap

ECO MODE

Standard equipped with Eco-Mode for fuel preservation and reduced wear and tear on the unit. When the computer senses the hopper is empty, the engine automatically idles down to minimize fuel consumption and wear and tear

SERVICE

Incorporate a self-diagnostic package which is capable of displaying on the main display panel in simple English terms (not code numbers) any faults or maintenance required with the machine during operation. At a minimum, the display shall include the faults/maintenance required for low engine oil pressure, low hydraulic oil level, high oil temperatures, loose electrical connections, wire breaks with identifying number, low diesel level, primary and secondary air filter condition, and diesel filter condition

Control panel display to indicate in advance when the hour service is due to ensure maintenance is performed as required in 250 hour increments i.e. 250, 500, 750, 1000 hours, etc...

GSM system allowing connection between the machine and factory to aid in diagnostics (machine and engine) when maintenance and/or repair is required. This connection and monthly service is for the duration of the Factory Machine Warranty (2 years) shall be included in the scope of supply

Discharge conveyors shall be sectional with one belly conveyor and one foldable output conveyor. Each conveyor shall contain its own belt and own framework allowing for easy service and maintenance

All major engine/machine fluids will contain separate drainage systems clearly labeled for ease of service

SHREDDING UNIT

Single shaft design

Variable speed, variable torque to allow for the shredding of the most difficult materials

Shaft shall run at a maximum of 38 RPM

Shaft will automatically reverse using primary engine when a contaminant needs to be cleared and the machine shall idle down to prevent damage when an un-shredable enters the machine

Shredder shall not contain a screen basket

Countercomb/Anvil or equal shall open to allow for easy and safe access to the wear parts
Teeth on the shaft shall be easily exchanged and mounted on the shaft with bolts. The shaft will contain a minimum of 30 teeth.

Countercomb/Anvil or equal shall contain a minimum of 17 teeth.

Clearance between the shaft and the belly conveyor shall be a minimum of 32” to prevent damage and/or stoppage to the bell belt.

**HOPPER**

- Fully hydraulic and fully adjustable hopper walls (all four sides)
- Operator shall be able to adjust hopper sidewall positions from the remote to assist with difficult materials
- Hopper in combination with machine design build concept shall be equipped to minimize dust and debris

**REMOTE**

- Operator shall be able to start/stop the machine from working mode from the remote
- Operator shall be able to move the machine from the remote
- Operator shall be able to adjust conveyor discharge height from the remote

**PROGRAMS**

- Machine shall have 3 standard program settings that can be freely selected based on type of material and a 4th program setting that can be customized

**FEEDSTOCK**

- Machine shall be easily capable of processing multiple types of input material with no modifications to machine
- Machine shall be able to process all MSW including but not limited to: Transfer Station Waste, C&D, Tires, Metal, Bulky Waste, Carpet, White Goods, and all other waste associated with a MSW Landfill

**SAFETY FEATURES**

- Shredder shall be a 2016 model or newer with less than 20 hours on tachometer and ready for use. The shredder is to be the latest factory design and incorporate all of the following safety options:
- Minimum four (4) emergency stop buttons (including remote)
- Fire extinguisher
- Countercomb/Anvil or equal wall/shredding chamber/rotor shall be easily
accessible from the ground and from the tracks. Standing in the machine on the rotor or countercomb for normal maintenance should not be required

MANUALS

Y ___ N ___ Bidder to supply two (2) complete sets of manuals including but not limited to; maintenance manuals covering hydraulic and electrical systems with schematics, service manuals, parts manuals with CD, operator's manual and video if available, factor recommended preventative maintenance schedule

Y ___ N ___ Bidder to supply specialty tools required to perform daily maintenance

TRAINING

Y ___ N ___ Successful bidder will furnish two days of onsite formal training for operators and mechanics on safety, operation, operator service and other topics to insure that all are familiar with the proper operator maintenance, servicing and safe operation of the equipment

WARRANTY/SERVICE AGREEMENT

Y ___ N ___ Shredder shall be delivered with a 5 year and/or 5,000 hour total coverage warranty on the engine

Y ___ N ___ Machine to have a minimum of 2 year and/or 2,000 hour total coverage warranty

Y ___ N ___ The City understands the warranty will only remain valid when OEM parts are used during the warranty period.
CITY OF GERING SHREDDER BID

Basic Specifications
Yes – machine is a current 2016 model, as requested
Yes – machine has a minimum of 583 HP
Yes – approximate weight of machine with standard options is around 64,000 lbs

Engine
Yes – CAT C18 Acert Tier III compliant engine
Yes – has all of the following
Yes – 18.1 L engine with 1104.5 cubic inches displacement
Yes – has direct fuel injection
Yes – radiator is housed with a protective guard, to prevent trash and debris from damaging the radiator – unknown on fin criteria
Yes – has turbo charger and intercooler
Yes – has 24 V electrical system
Yes – automatic shutdown for low coolant level
Yes – automatic shutdown for high coolant temperature
Yes – has pressurized cooling system
Yes – duplicate of above
Yes – has cold weather starting aid
Yes – has engine block heater
Yes/No – we have two batteries installed in the machine which meet requirements for the CAT C18 Acert engine
Yes – has auto reversing that is programmable

Hydraulic System
Yes – hydraulic system has auto reversing fan that is completely separate from the engine cooling system, which is also on the other side of the machine, from the engine
Yes – 50 gallon hydraulic system

Fuel Tank
Yes — is a 180 gallon capacity tank

Eco Mode
Yes — our machine comes standard with this feature

Service
Yes — our digital control panel clearly explains all the information requested
Yes — our control panel displays service intervals
Yes — our machine comes standard with the GSM link which is for the life of the machine, more than the 2 years you all requested
Yes — our machine has two separate belts, which allow for easier and cheaper maintenance
Yes — all major components have drain valves to help make servicing the machine easier. Also there is a fill line for the Auto Lubrication System, to stop any contamination from getting into the system

Shredding Unit
Yes — single shaft design
Yes — rotor speed slows down and increases torque to shred the most difficult materials
Yes — shaft speed maximum is 38 RPM — with hydrostatic drive you can slow the shaft speed down if required while maintaining torque
Yes — shaft reverses using the primary engine, not a secondary engine — by having an auto reversing shaft you do not get wrapping of material (see attached photos)
Yes — this is a landfill designed shredder therefore no screen baskets are needed — screen baskets are just another place for material to get wrapped around and cause clogging of the machine
Yes — our counter comb wall opens upwards for safe ease of access — one reason it opens in the upwards direction is to allow any contaminates to fall out of the machine (if needed) without having to be pulled out manually
Yes — teeth are easily exchangeable or replaceable with one bolt per tooth, and has 32 teeth
Yes — counter comb contains a minimum of 17 teeth
Yes — clearance on our machine is the highest of any competitor machines as we offer the high clearance machine — the extra distance keeps material from being jammed downward, into the belt, and ripping it

Hopper
Yes — all hopper wings move hydraulically from the remote and the control panel - helps keep material inside the hopper (less spillage) and is used to help move material around in the machine when needed
Yes — can adjust from remote or control panel on machine
Yes — having hopper wings that are adjustable, you are able to position them as needed, to help minimize dust and debris

Remote
Yes — operator can start and stop the machine from the remote control to allow for easy and quick access for moving machine around the working face
Yes — operator can move the machine from the remote
Yes — operator can adjust conveyor discharge height from the remote

Programs
Yes — machine has 3 standard programs that come with the machine as well as a 4th program which can be adjusted, as needed, based on the type of material being shredded — thus keeping the shredding drum completely clear of any wrapping of material, allowing for optimal shredding capacity

Feedstock
Yes — machine can shred multiple types of feedstock without having to adjust anything on the machine — the counter comb wall is hydraulically adjusted, even when working, to optimize throughput in different feedstocks

Yes — machine will be able to shred everything listed and more

Safety Features
Yes — machine will be delivered with all current safety features and designs
Yes — 4 E stop buttons
Yes — fire extinguisher will be provided
Yes — ease of service is highly regarded on Komptech machines, thus meets your requirements

Manuals
Yes — will be included upon machine delivery
Yes — will be included upon machine delivery

Training
Yes — we will supply 2 full days of training with the sales rep, Power Screening service technician, as well as Komptech service technician

Warranty / Service Agreement
Yes — machine will have a 5 year 5,000 hour engine warranty
Yes — machine will have a 2 year 2,000 hour total coverage warranty
Yes — OEM parts need to be used, please contact Power Screening, LLC with any questions prior to using other parts
• Extra items included in the price of the machine, not required by the bid are:

1. Automatic Central Lubrication — the machine will automatically lubricate itself based on a setting determined by the factory. You can adjust the setting to lubricate more or less, based on the environment you are working in.

2. High Clearance Machine — all landfill terminators are brought in with this option. This allows there to be even more distance between the shredding drum and the conveyor, helping to prevent the ripping of expensive belts

3. Engine Access Doors — the Terminator has 6 doors that open up to gain access to the engine and hydraulic pumps, making this very nice for service technicians. Also, all of the engine compartment doors have thick insulation for sound dampening, which is important from a safety standpoint.

• Qualification of Bidders:

1. 2 Year Minimum Being a Dealer — We have been an authorized Komptech Dealer for over 5 years. With having a rental fleet of over 12 machines, we have a lot of experience with these machines. Our service technicians attend Komptech training every year where they continue to gain knowledge and experience.

2. 250 Mile from a service center — Power Screening, LLC is the licensed dealer for you all and we are roughly 196 miles away from the City of Gering. Komptech USA, the manufacturer, is also in Denver, CO. Not including parts stocked at Power Screening, LLC, Komptech has over 2 million dollars’ worth of parts inventory as well as a staff that supports Power Screening, LLC and our customers.
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into in triplicate this 24th day of August, 2016, by and between the City of Gering, Scottsbluff County, Nebraska 69341, hereinafter called City, by the Mayor and City Council, party of the first part, and ______________ of Power Screening, LLC hereinafter called Contractor, party of the second part.

WITNESS: That the Bidder/Supplier, in consideration of the sum to be paid to him/her by said City in the manner and at the time hereafter provided, and of other covenants and agreements herein contained, hereby agrees for Bidder/Supplier, his heirs, administrators, and successors, assigns the Bid designated as City of Gering – Landfill Shredder, and will furnish all necessary machinery, tools, apparatus, materials, and labor to complete and deliver One (1) Complete Landfill Shredder in the most substantial and workmanlike manner according to the specification within and on file in the office of the City, and such modifications of the same and other directions that may be made by City as provided herein.

CONTRACT DOCUMENTS: It is further agreed that the specifications and the schedule of rates and prices set forth in the bid proposal and the general and special provisions appended to this contract agreement are hereby specifically referred to and made a part of this contract, and shall have the same force and effect as though all of same were fully inserted herein.

PAYMENTS: For the faithful performance of the work herein embraced, as set forth in the contract agreement, general and special provisions, notice to bidders, instruction to bidders, proposals, general and detailed specifications which are a part hereof, in accordance with the direction of the City and to their satisfaction; the City agrees to pay said Bidder/Supplier the amount specified in the proposal, and to make such payments in the manner and at the times provided in the general provisions thereto appended. Payments shall be made by the City Treasurer of said City, upon warrants issued upon claim vouchers of said City, which have been approved by the City.

IN WITNESS WHEREFORE, the said City of Gering by the Board of City Commissioners, executes this contract and said Board does sign and seal the same, the day and year in this Contract first above written.

CITY OF GERING – CITY COUNCIL

By _____________________________
Mayor

SUPPLIER

_______________________________
Secretary

_______________________________
Party of the Second Part (If Corporation, President or Vice President, etc.)
NOTICE of AWARD

<table>
<thead>
<tr>
<th>Project:</th>
<th>Landfill Shredder</th>
<th>Owner:</th>
<th>City of Gering</th>
<th>Date: August 24, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract:</td>
<td>Landfill Shredder</td>
<td>Bidder/Supplier:</td>
<td>Power Screening, LLC</td>
<td>Project No:</td>
</tr>
</tbody>
</table>

Bidder/Supplier Address: PO Box 192, Henderson, CO 80840

You are notified that your bid dated August 3, 2016 for the above Contract has been considered. You are the Successful Bidder and are awarded the Contract to supply: Landfill Shredder for the City of Gering, NE.

The Contract Price of your Contract is: Seven Hundred Nine Thousand Eight Hundred Seventy Five Dollars and 00 Cents ($ 709,875.00).

3 Copies of the Contract Documents accompany this award.
NA Sets of Plans accompany this award.

You must comply with the following conditions within fifteen (15) days of the date of the Notice of Award.

1. Deliver to the Owner (3) fully executed counterparts of the Contract Documents.

2. Other conditions precedent: NA

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default and Owner will annul the Notice of Award and declare your Bid Security forfeited.

Within ten (10) days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Gering
Owner

City Engineer – City of Gering
Title

Authorized Signature
NOTICE TO PROCEED

Project: Landfill Shredder  Owner: City of Gering  Date: August 24, 2016

Contract: Landfill Shredder  Project No:

Bidder/Supplier: Power Screening, LLC

Bidder/Supplier Address: PO Box 192, Henderson, CO 80840

You are notified that the Contract times under the above contract will commence to start on August 24, 2016. On or before that date, you are to start performing your obligations under the Contract Documents.

Before delivery of equipment, the General Conditions provide that you and Owner must each deliver to the other, certificates of insurance and bonds and maintain in accordance with the Contract Documents (if applicable).

Other requirements needed prior to start of work:

Power Screening, LLC  City of Gering
Contractor/Supplier  Owner

Received By:  Given By:

Title  City Engineer – City of Gering
Date  August 24, 2016

Copy to Engineer
KNOW ALL MEN BY THESE PRESENTS, THAT WE, Power Screening, LLC

as Principal, hereinafter called the Principal, and Old Republic Surety Company

P.O. Box 192, Henderson, CO 80640

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Gering

1025 P. Street, Gering, NE 69341

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars ($ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Komotech Shredder

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of July, 2016

Power Screening, LLC

(Principal) (Surety)

By: (Title)

Old Republic Surety Company

(Witness)

By: Attorney-in-Fact Kristin L. Salazar (Title)

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1973 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006
KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint

Kristin L. Salazar
its true and lawful Attorney-in-Fact, with full power and authority, not exceeding $50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depositary bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment payment and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Execution Date: July 6, 2016
Surety Bond number: Bid Bond
Principal: Power Screening, LLC
Obligee: City of Goring
and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice-president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this __________ day of __________, __________.

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this __________ day of __________, __________, personally came before me, __________, and __________, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally deposes and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

CR322362 (3-06)

Signed and sealed at the City of Brookfield, WI this __________ day of __________, __________.

Kathryn R. Pearson
Notary Public

President

Assistant Secretary

OLD REPUBLIC SURETY COMPANY

September 28, 2018

My Commission Expires: __________
(Expiration of notary's commission does not invalidate this instrument)
Customer Reference List - TERMINATOR

Company: Great River Regional Waste Authority • Ft. Madison, IA
Contact: Wade Hamm • (P) 319-372-6140 • wiamm@grrwa.com
Machine: 2014 Terminator 6000S
Input Material: C&D, MSW, Bulky Waste, etc.

Company: City of Lebanon Landfill • Lebanon, NH
Contact: George Murray • (P) 663-298-6485 • george.murray@lebcity.com
Machine: 2011 Terminator S6000 S Heavy Duty
Input Material: C&D, MSW, Bulky Waste, etc.

Company: Days Cove Land Reclamation • White Marsh, MD
Contact: Marie Gleason • (P) 410-335-3778 • mgleason@dayscove.com
Machine: 2006 Terminator 6000 S
Input Material: C&D

Company: Great River Energy • Elk River, MN
Contact: Monty Horvath • (P) 763-213-4590 • mhorvath@grenergy.com
Input Material: Bulky Waste, MSW, etc.
CITY OF GERING
ADDENDUM NO. 1
LANDFILL SHREDDER BID DATE EXTENSION

June 28, 2016

This addendum shall be understood to be a part of the project as described above and as such shall be included in the contract. This addendum includes Clarification to the Contract Documents specifically extending the date bids are to be received in the Advertisement for Bids and referred to throughout the contract documents.

Failure to acknowledge receipt of this Addendum on the bid Schedule, Sheet 12 could result in rejection of your bid.

1. The City of Gering is extending the date of the bid opening from 2:00 p.m., (M.S.T.) Wednesday, July 6, 2016 to 2:00 p.m., (M.S.T.) Thursday, August 3, 2016.

Paul Snarr, PE
Date 6-28-2016

- Please sign below to acknowledge receipt of this Addendum and email or fax to: psnarr@gering.org
  Fax (308) 436-6899

- Ensure documenting Sheet 12 of the Bid Documents.

Name:
President
Title: Power Screening, LLC

6/28/16
Date
CITY OF GERING
ADDENDUM NO. 2
LANDFILL SHREDDER BID DATE EXTENSION

July 7, 2016

This addendum shall be understood to be a part of the project as described above and as such shall be included in the contract. This addendum includes an addition to the contract documents specifically pages 16 and 20 under the heading “Shredding Unit” first bullet point and Clarification to Addendum No. 1 and the Contract Documents specifically extending the date bids are to be received in the Advertisement for Bids and referred to throughout the contract documents.

Failure to acknowledge receipt of this Addendum on the bid Schedule, Sheet 12 could result in rejection of your bid.

1. Addendum No. 1 extended the Bid Opening from 2:00 p.m., (M.S.T.) Wednesday, July 6, 2016 to 2:00 p.m., (M.S.T.) to Thursday, August 3, 2016 is in error. Please Note and Change as follows: The City of Gering is extending the date of the bid opening from 2:00 p.m., (M.S.T.) Wednesday, July 6, 2016 to 2:00 p.m., (M.S.T.) Wednesday, August 3, 2016.

2. Shredder shall be single shaft design capable to start, stop, and grind with the hopper full of material, while under full load, in forward and reverse motion (no direct drive).

Paul Snarr, PE

July 13, 2016

• Please sign below to acknowledge receipt of this Addendum and email or fax to:
  pnsnarr@gering.org
  Fax (308) 436-6899

• Ensure documenting Sheet 12 of the Bid Documents.

2015 Landfill Shredder
July 11, 2016

Addendum No. 2