



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled **"Instructions for Non-Competitive Procurement Application"** for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department	Originator Name	Telephone	Date	Signature of Application Author
Streets and Sanitation	Malcolm Whiteside	312 746 5224	10/18/16	<i>Michele Gamble</i>
Contract Liaison	Email Contract Liaison	Telephone		
Michele Gamble	michele.gamble@cityofchi	312 742 2595		

List Name of NCRB Attendees/Department	
Malcolm Whiteside	
Michele Gamble	

Request NCRB review be conducted for the product(s) and/or service(s) described herein.		
Company: Horizontal Feed Log Grinder, Smocracy, LLC		
Contact Person:	Phone:	Email:
Ed Dodak	989 444 8569	edodak@banditchippers.com

Project Description: Horizontal Feed Log Grinder

This is a request for:	
<input checked="" type="checkbox"/> New Contract <u>Contract Type</u> <input checked="" type="checkbox"/> Blanket Agreement Term: <u>5</u> (# of mo) <input type="checkbox"/> Standard Agreement	<input type="checkbox"/> Amendment / Modification <u>Type of Modification</u> <input type="checkbox"/> Time Extension <input type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Scope Change Contract Number: _____ Specification Number: _____ Modification Number: _____

Department Request Approval <i>Charles L. Williams</i> / <u>10.19.16</u> DEPARTMENT HEAD OR DESIGNEE DATE <u>Charles L. Williams</u> PRINT NAME	Recommended Approval <i>Rich Butler</i> <u>JAN 24 2017</u> BOARD CHAIRPERSON DATE <u>RICH BUTLER</u> PRINT NAME
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(FOR NCRB USE ONLY)

Recommend Approval/Date: 1-24-17

Return to Department/Date: _____

Rejected/Date: _____

Approved Rejected

Gamble

CHIEF PROCUREMENT OFFICER 1/24/17
DATE

SP converted per K. Whiteside 1/24/17



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

<input checked="" type="checkbox"/> PROCUREMENT HISTORY <ul style="list-style-type: none">• The Department of Fleet and Facility Management began the solicitation process June 29, 2012, Requisition #72348 to procure a Horizontal Feed Grinder (Specification #108964): Five (5) Non-responsible bids were received.• Specification #108964A was solicited. Four (4) Non-responsible bids were received.• April 2, 2015 Specification 108964B was submitted to DPS for further processing: pending DOL approval for advertisement.
<input checked="" type="checkbox"/> ESTIMATED COST 1,057,000
<input checked="" type="checkbox"/> SCHEDULE REQUIREMENTS Delivery within 5 -10 days of order, Quarterly Preventive Maintenance Services
<input checked="" type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY See attached
<input type="checkbox"/> OTHER



DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

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Justification for Non-Competitive Procurement Worksheet

<input checked="" type="checkbox"/> PROCUREMENT HISTORY Refer to Supplementa attached
<input checked="" type="checkbox"/> ESTIMATED COST Refer to Supplementa attached
<input checked="" type="checkbox"/> SCHEDULE REQUIREMENTS Refer to Supplementa attached
<input checked="" type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY Refer to Supplementa attached
<input type="checkbox"/> OTHER

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.

The Department of Streets and Sanitation Bureau of Forestry must have the ability to properly dispose of trees and provide grinding to the Metropolitan Water Reclamation District per an IGA.

It is not cost effective to rent the requested equipment and one will not support the current of future need to properly dispose of 23K trees within the next year. The one currently one hand is being overused and continues to be downed as a result of this overuse. This prevents the Department from meeting its operational need including but not limited to maintaining the health and safety of the citizens.

2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.

This is a first time requirement.

3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).

Several attempts to procure services via a competitive solicitation since June 2012 have not resulted in an awarded term agreement.

- The Department of Fleet and Facility Management began the solicitation process June 29, 2012, Requisition #72348 to procure a Horizontal Feed Grinder (Specification #108964): Five (5) Non-responsible bids were received.
- Specification #108964A was solicited. Four (4) Non-responsible bids were received.
- April 2, 2015 Specification 108964B was submitted to DPS for further processing: pending DOL approval for advertisement.

4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references,

The Department attempted to submit a request for a reference contract, U.S Communities, and Competitive Solicitation

5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?

This is a one-time request.

6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

Future competitive bidding may be possible.

ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?

\$1,057,000.00

2. What is the estimated cost by fiscal year?

644,000 On time equipment purchase

61,600 Parts, Services and Transportation

3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)

The estimated costs were based on the Cost proposal and the Budgeted amount.

4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.

N/A

5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable. N/A

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.

The Schedule is based on the current need and the equipment availability.

2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule. N/A

3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.

The Department needs the delivery of equipment within 5-10 business days of receipt of order. This is necessary to properly dispose of trees. Trees cannot be stockpiled. Stockpiling trees potential fire hazards, provide breeding grounds for rodents, and concealment for illegal items and activity

4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds,

The City would not have the ability to maintain day to day operations of properly disposing of tree remaining prevent potential hazards or meet the requirements of the IGA with Metropolitan Water Reclamation District.

Services page on the City's intranet site, The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

The Vendor will use the Tri-Angle Fabrications a certified MBE(25%). Tri-angle is the authorized dealer that will provide all requested parts either separately or in conjunction with the repairs.

There are no additional subcontracting WBE opportunities.

Project Checklist

Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

Date: 8 NOV 14

Department Name: STREETS AND SANITATION

Requisition No: 13B923 Specification No:

PO No: Modification No:

Contract Liaison: MICHELLE GAMBIE

Telephone: 312 742 2595

Email: MICHELLE.GAMBIE@CITYOFCHICAGO.ORG

Project / Program Manager: Malcolm Whiteside Jr

Telephone: 312-746-5224

Email: Malcolm.Whiteside@cityofchicago.org

For blanket agreements, original or lead department must consult with other potential departments who may want to participate on the blanket agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source. Note: 1) **Funding**: Attach information if multiple funding lines; 2) **Individual Contract Services**: include approval form signed by Department Head and OBM; 3) **ITGB**: IT project valued at \$100,000.00 or more; attach approval transmittal sheet.

*By signing this form, I attest that all information provided is true and accurate.

*Contract Liaison Signature: MICHELLE J GAMBIE

Project Title: HORIZONTAL FEED GRINDER

Project Description:

Funding:

Corporate Bond Enterprise Grant Other:
 IDOT/Transit IDOT/Highway FHWA FTA FAA

LINE	FY	PUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
									<u>705,600</u>
	<u>017</u>	<u>0100</u>	<u>081</u>	<u>02060</u>	<u>0140</u>	<u>220HD</u>			<u>351,400</u>
									<u>1,057,000</u>

Check One:

New Contract Request

By signing below, I attest the estimates provided for this contract are true and accurate.

*Project / Program Manager Signature: [Signature]

*Commissioner/Authorized Designee Signature: Charles J. Williams

Purchase Order Information:

Contract Term (No. of Months): 60 MONTHS

Extension Options (Rate of Recurrence): 24 MONTHS CONCURRENT

Estimated Spend/Value: \$ 1,057,000

Grant Commitment / Expiration Date:

Pre-Bid/Submittal Conference: Yes No

Mandatory Site Visit

Purchase Order Type:

Blanket/Purchase Order (DUR)
 Master Consultant Agreement (Task Order)
 Standard/One-Time Purchase

Procurement Method:

Bid RFP RFQ RFI
 Small Order

Special Approvals Required:

Emergency
 Non-Competitive Review Board (NCRB)
 Request for Individual Contract Services
 Information Technology Governance Board (ITGB)

Contract Type:

Architect Engineering Commodity Construction JOC SBI
 Professional Services Revenue Generating Vehicle & Heavy Equipment
 Work Service Joint Procurement Reference Contract

Modification or Amendment

Modification Information:

PO Start Date: TBD

PO End Date: TBD

Amount (Increase/Reduction):

MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)

Full Compliance Contract Specific Goals
 No Stated Goals Waiver Request

Risk Management / EDS

Insurance Requirements (included) Yes No

EDS Certification of Filing (included) Yes No

Modification/Amendment Type:

Time Extension Scope Change/Price Increase /Additional Line Item(s)
 Vendor Limit Increase Requisition Encumbrance Adjustment
 Other (specify):

Vendor Info:

Name: Smoracy, LLC

Contact: ED. DODAK

Address: P.O. BOX 77000 DETROIT MI 48277-0982

E-mail: EDODAK@BANDCHIPPERS.COM

Phone: 989 444 0569




DEPARTMENT OF STREETS AND SANITATION

CITY OF CHICAGO

Date: November 9, 2016

To: Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services

From: 
Charles L. Williams
Commissioner
Department of Streets and Sanitation

Re: **Request to Appear Before the Non Competitive Review Board (NCRB)**
Requisition No. 138923 - Smoracy, LLC – Follow up Response

The Department of Streets and Sanitation (DSS) respectfully submits following responses to the Non Competitive Review Board (NCRB):

1. DPS Checklist:

- a. Budget line corrected to reflect GO Bond
- b. Contract term: Changed to reflect 60 months/24 Month concurrent extension
- c. Contract type: Changed to reflect Vehicles/Heavy Equipment

2. MBE/Request for waiver:

The Department concurs and requests an approval for a WBE waiver. The Vendor has exceeded the aspiration MBE 16.9 % goal by utilizing Tri-Angle fabrication for 25%. See attached letter from Vendor

3. Smoracy, LLC/Bandit Relationship:

The equipment is Manufactured by Bandit, however it is sold by Smoracy. See attached letter from Vendor

4. Impact on IGA with MWRD:

The Beast 4680 produces the wood chip size required per intergovernmental agreement with the Metropolitan Water Reclamation District (MWRD) in one pass through the machine. This is significant since Forestry does not need to double grind the chip as with a hammer mill. Producing the required chip size consistently without having to process the material a second time, reduces over production time, fuel consumption, and production labor costs, while allowing Forestry to meet its IGA obligation of delivering more than 100,000 cubic yards of chips per year to MWRD. Also, the uniformity of the processed wood chip material in both size and shape results in all material meeting MWRD requirements and no material being rejected and returned to Forestry.

5. Patents:

See attached brochure. Bandit currently has the following patent number (6,047,912, 6,059,210, 6,517,020, 6,845,931, 7,121,485, 7,384,011, 7,726,594, 9,192,938, 8,870,107

The cuttermill wheel slices the wood instead of hammering which is beneficial for the following reasons:

This patented technology at the proposed capacity is unique to Beast machines.

Operationally, DSS Forestry relocates the machine to yards with debris for processing, instead of trucking the debris long distances to the machine. This practice increases efficiency, therefore improves productivity, and reduces overall processing time and costs. However with wood processing there are several factors which limit the use of the hammer mill machine. These factors include available open space, noise, vibration, and overall safety which limit the placement of the machine in yards.

Open space is the greatest limitation. Very few locations are large enough to safely operate a hammer mill machine. A hammer mill will periodically expel logs out of the infeed, creating projectiles, and woody material can easily fly more than 300 feet away from the machine, potentially causing damage or injury. This expulsion of debris restricts the use of the machine to remote, oversized sites with buffer space around the processing area.

The Beast cuttermill wheel does not expel logs out of the infeed. Thus the machine does not require a large buffer of space around it for safety. This allows the machine to be used on a smaller yard resulting in more potential locations for processing.

Forestry currently processes wood at five (5) different yards and with the cuttermill technology also has the flexibility to stage the machine at additional temporary yards where it is needed on an emergency basis.

The machine is quieter than a hammer mill allowing for placement closer to residential areas and therefore greater flexibility in placement.

While operating, the machine creates less vibration than a hammer mill and therefore is not only quieter but also has less wear and tear on mechanical components with shorter downed times.

6. Turnaround time:

The Department has an immediate need to purchase this equipment to support the operational need and maintain the health and safety of citizens by properly disposing cut unsustainable trees. Stockpiling breeds rodents and could harbor illegal activities and items. Bandit currently has equipment ready for immediate delivery. Most manufacturers require anywhere from 6 months to one year from the date of order.



Bandit INDUSTRIES, INC.

October 14, 2016

To whom it may concern:

Bandit Industries can provide immediate delivery for a 2016 4680 Bandit horizontal grinder. The total cost for the Bandit 4680, the service plan, and the parts is \$1,057,000.00.

Tri Angle Fabrication and Body Co Inc located in Chicago IL is our local servicing dealer. They are certified by the City of Chicago as Minority Business Enterprise (MBE).

Please see below for a list of features that are on the Bandit and reasons why we feel we have the best waste recycler in the grinder world.

Large 60" Cutter Mill

We cut the material vs competition beating the material. Bandit is like taking an axe to a tree vs competition taking a sledge hammer to cut a tree.

The cutting action benefits are the following

- Fuel consumption savings
- Less Vibration. Longevity of machine
- Able to make smaller product in one pass from large diameter material
- Less maintenance on the machine
- Less operating cost

The Bandit has the largest cuttermill on the market in the 60" diameter. So this leads to our large throat opening of 46"x60". Much larger than competition. We can handle chunk wood up to 45"x60".

Bandit is the only Grinder in the market today that can take 20,30,40" plus wood chunks and logs and make a 3" minus product in one pass. You can load the logs in and fill trucks in one-time touch of the material.

The competition has to grind material thru large screens and then put smaller screens in then regrind. That process creates triple the expense and huge amount of extra labor time of handling the material a second time.

The Bandit 4680 screening area is largest in the market. We have 3 large screens to size the product to your needs. The bottom screen (gate) opens and closes from remote to allow containments to pass thru out the back of discharge.

The Bandit 4680 has a large 56" discharge belt to discharge the material. We use a large magnet end pulley to remove metals. As The 56" wide belt spreads the materials across belt making it easy to pull the metal from the material.

The Bandit 4680 features a slat aggressive infeed chain to pull in material and build heavy duty to handle large material.

The Bandit 4680 features augers that catch material falling off the infeed chain and augers it back into the mill. Vs falling under the material or in front of the hopper like competition.



Bandit INDUSTRIES, INC.

Bandit offers CAT or Cummins engines from 875-1200 HP.

The Bandit 4680 Drive Protection is best and easiest maintenance on the market. We offer a breakaway cutterbody that hold the carbide tooth. If the tooth hits a foreign object the cutterbody will break away saving damage to mill. Mechanic changes two bolts replaces tooth and your back grinding. Bandit is down for 1/2 hour vs competition machines are down for hours. Also Bandit has a patient bottom screen that opens and closes from the remote control allowing the operator to get rid of containments without shutting down machine causing down time. Competition has to shut down machine and dig out the containment by hand.

The Bandit 4680 beast can produce up to 800 yards per hour.

The Bandit 4680 is offered on wheels with a fifth wheel tow or on CAT 325 tracks.

Bandit feed system is the strongest on the market. With our slat infeed chain, large crushing feed wheel and down turning patient 60" cuttermill material feeds with gravity and it smooth. Vs competitor upturn hammermill you fight with feeding material working against gravity.

The Bandit beast cutting the material makes us the quietest grinder on the market. Vs hammer mills beating material apart like a sledge hammer they sound like a helicopter when processing the materials.

The Bandit Beast is a horizontal grinder and has a downward cutting mill that processes the material quietly. The downward motion of the mill and the large feed wheel contains the material inside the grinding chamber. So no material is thrown out of the grinder so it's safe to run smaller size yards. Vs competition with upward turning hammermills and/or tub grinders.....the material can easily be thrown into the air and can travel 300ft plus. Thus creating an unsafe environment for city employees, vehicles, support equipment, buildings and people that live in the City.

Our Bandit 4680 is very easy to work on and parts are readily available. The Bandit is simple design and we don't have a bunch of expensive sensors and transducers making it a challenge to trouble shoot like the competition.

The new Bandit Controller allows bandit to trouble shoot from the factory and allows tour operators to see the maintenance page for error codes of there is a problem. Also we have a parts program installed on the controller. Every part and part number on the machine is listed on screen and easy to access.

Bandit offers a new proportional feed system that is 6 speed to infeed system and 3 speeds to the discharge system. When the machine comes under load the feed system automatically slows down and when machine RPMs begin to build back up the infeed speeds back up to 100%. Operator doesn't have to do anything but keep feeding the machine.

Thanks for your time reading please let me know if I can add or explain anything further.

Sincerely,

Jason Morey
Bandit Industries, Inc.
Sales Manager



Bandit INDUSTRIES, INC.

Description	Category	Quantity	MARK UP OR DISCOUNT	UOM	Price
TREE & ROOT CUTTERS & GRINDERS, TRACTOR MOUNTED - LOG GRINDERS	2090	1		Each	\$644,000.00
VEHICLE REPAIRS - LABOR TO PERFORM PREVENTIVE MAINTENANCE AT CITY FACILITY		320		HOURLY (\$125)	\$40,000.00
VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CITY FACILITY, REGULAR BUSINESS HOURS		1000		HOURLY (\$125)	\$125,000.00
VEHICLE REPAIRS - LABOR TO PERFORM MECHANICAL AND ELECTRICAL REPAIR SERVICES IN CONTRACTOR'S SHOP, REGULAR BUSINESS HOURS		320		HOURLY (\$125)	\$40,000.00
PARTS AND ACCESSORIES (BELTS, TEETH, MILL HARDWARE, BEARINGS, ETC)		\$ 100,000.00	.10 M	USD	\$110,000.00
PARTS, MECHANICAL & ELECTRICAL		\$ 80,000.00	.10 M	USD	\$88,000.00
VEHICLE TOWING - DRIVE, TOW OR TRANSPORT VEHICLES OR EQUIPMENT BETWEEN CITY FACILITY AND CONTRACTOR'S SHOP (EACH WAY)		25		Each (\$400)	\$10,000.00

Scope of Services

The scope of repair and/or maintenance services ("Work" or "Services") is described in the Scope of Work and Detailed Specifications article of this agreement.

Estimated Quantities/Level of Service

Any quantities or level of usage shown herein are estimated for the initial Contract term. The City reserves the right to increase or decrease the quantities or level of Services required under this Contract. Nothing herein will be construed as intent on the part of the City to contract for any Services other than those determined by the City to be necessary to meet its needs.

The City will only be obligated to pay for such Services as are from time to time requested, performed, and issued via a Purchase Order release directly by the City.

Shop Facilities

The Contractor must have, or must provide a subcontractor which has, factory trained mechanics and personnel, and adequate shop facilities, tools, parts and service facilities in the Chicago Metropolitan area (defined as being no more than 40 road miles from North & Throop St., Chicago, IL 60642) to service the equipment under this contract in its own shop. Upon request, the shop facility will be open to inspection by any City representatives. When appropriate, repair or service of the equipment may be done on-site at the discretion of the using department.

During the warranty period for any vehicles or equipment provided under this Contract, Contractor must have, or must provide a subcontractor which has, factory warranty authorization.

The manufacturer(s)/dealer(s) of the mounted equipment and/or accessories furnished by the Contractor under this specification must employ sufficient factory trained personnel and maintain adequate shop facilities, service facilities and parts inventories within the Chicago Metropolitan area to service/repair the subject equipment/accessories throughout their warranty period.

Shop or service facilities must be equipped with the necessary parts to provide full service to the City equipment either in stock and a turnaround time must be clear to perform all repair and service operations that may be required.

The Contractor's facility will be of sufficient size and accessibility to accommodate the anticipated amount of repair service to City owned equipment.

The Contractor must have available an enclosed, secured area to store City equipment awaiting repairs.

Factory Trained Mechanics

The Contractor must employ, or must have a subcontractor that employs, certified factory trained personnel who are authorized to perform service and/or repair work on the specified equipment described herein.

Unspecified Services

Any service not specifically included in the Scope of Work and Detailed Specifications article may be added to this Contract if it falls within the same general category of Services already specified in the Contract. Pursuant to MCC Section 2-92-646, the lifetime, aggregate value of the City's purchase of any Services added to this Contract must not exceed ten percent (10%) of the original value of the Contract.

The Department will notify the Contractor in writing of the services which are necessary and request a written price proposal for the addition of the services to this Contract under the same terms and conditions of the original Contract, then forward the documents to the CPO. Such services may be added to the Contract only if the prices are competitive with current market prices and said services are approved by the CPO in writing. The CPO reserves the right to seek competitive pricing information on said services from other vendors and to solicit such services in a manner that serves the best interest of the City.

Any such services provided by the Contractor, without a written approval signed by the CPO, are done so entirely at the Contractor's risk. Consequently, in the event that such addition to the Contract is not approved by the CPO, the Contractor hereby releases the City from any liability whatsoever to pay for any services provided prior to the Contractor's receipt of the fully signed modification.

Standard Working Hours

Pursuant to MCC Section 2-92-220 a standard working day consists of 8 hours for this Contract; shifts must be coordinated with the Department. No overtime or premium pay is allowed unless otherwise specified in the Detailed Specifications and authorized by the Commissioner.

Timeliness

The Contractor must provide the Services in the time-frame required in the Scope of Work and Detailed Specifications. If Contractor's response and/or completion time for performance of the Services fails to meet this standard, the CPO may declare the Contractor in default.

Work In Progress

Any Services in progress at the termination date of the Contract will be completed by the Contractor in the most expedient method available. In no event will the Contractor be relieved of its obligations under this Contract until all Services requested prior to the expiration of the Contract has been completed and accepted by the Commissioner.

Warranties for Repair Services and Replacement Parts

The Contractor must warrant for a period of 90 days from the date of final acceptance (i.e. the date the unit is returned to the City) all parts and services, that it will, at its own expense and without any cost to the City of Chicago, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship or by reason of non-compliance with these specifications.

The Contractor must provide copies of standard warranties that will be used in the regular course of business for service repairs. Warranties will not commence until the vehicle is accepted by the Department and placed into service. The Contractor will be responsible for the warranty of all parts and labor, regardless of whether the parts/and/or labor was provided by subcontractors.

The Contractor must furnish a warranty for the items and services provided under this Contract in accordance with the standard warranty regularly supplied. Exceptions to this warranty will be damage or loss due to theft, vandalism or accidental occurrences outside the Contractor's control.

In the event that any such repair(s) fails to endure this minimum period, the City may elect to repair the unit in-house on an emergency basis and/or the Contractor will replace the subject part(s) and/or furnish the necessary labor to make good the subject repair at no additional cost to the City.

Also, in the event that any such repair(s) fail to endure this minimum period, the Contractor will incur all costs in transporting the unit back to the maintenance location and returning it to the City after the warranty repair is completed.

When only labor is furnished by the Contractor to complete a work order, the Contractor will warrant the work for a minimum period of 90 days.

SCOPE OF WORK AND DETAILED SPECIFICATIONS

General

The Contractor must provide and deliver new, current model, Horizontal Feed Log Grinders separately or in conjunction with Repair Services including all necessary labor, materials, parts, accessories, assemblies and/or components, in accordance with all the terms and conditions of this specification. The Contractor will also provide and deliver Repair Services for vehicles and equipment purchased under this Contract in accordance with all the terms and conditions of this specification.

All specified requirements are minimum requirements unless stated otherwise.

If Bidder takes exception to the provisions of the Bid Documents, the Chief Procurement Officer may reject the Bid as non-responsive in the event that the CPO, in his or her sole opinion, determines such exception(s) to be material exception(s).

Funding

The source of funds for payments under this Contract is Fund Number 016-0100-81-2060-0140-220140 Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

Contract Term

Initial Term

The Initial Term for this Contract will be 60 months, unless terminated earlier or extended pursuant to the terms of this contract.

The City will establish the start and expiration dates at the time of formal award and release of this contract.

The start date will be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Proposal Acceptance Page.

Authorized Dealer

The Contractor must be the manufacturer of, or an authorized dealer or distributor of the manufacturer of, the Horizontal Feed Log Grinder. The Contractor must be able to provide genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (OEM). Further, the Contractor must be able to provide original product warranty and manufacturer's related services such as product information, product recall notices, etc.

Documentation which validates the Contractor's current status of authorized dealer or distributor must be submitted with the bid. Contractor must also demonstrate that it has authorization to transfer product warranties to the City of Chicago.

Licensed New Vehicle Dealer

When required by the Illinois Motor Vehicle Code, Section 625 ILCS 5/5-101, the Bidder must be a licensed vehicle dealer in accordance with the Illinois Motor Vehicle Code, Section 625 ILCS 5/5-101. **Bidder must provide a copy of current Registration for Authority to Deal in Vehicles issued by the Illinois Secretary of State with the bid.** Failure to obtain the required licenses may cause the bids to be rejected as non-responsive.

Bidder must be licensed by the Illinois Secretary of State to deal in the specific make of vehicle proposed. If, at the time of the submission of its bid, the Bidder is not registered to deal in the specific make of vehicle proposed, Bidder has until 30 days after the bid opening date to obtain the required documentation and submit it to the City.

If the proposed unit is manufactured in stages, bidder either must be registered to deal in the specific make of vehicle proposed (as the incomplete vehicle portion of the proposed vehicle) or must be registered to deal in the

specific make manufactured by the final-stage manufacturer. In cases where the bidder is registered to deal in the specific make of vehicle proposed (as the incomplete vehicle portion of the proposed vehicle), the bidder or bidder's subcontractor must be registered to deal in the specific make manufactured by the final-stage manufacturer. If the bidder is registered to deal in the specific make manufactured by the final-stage manufacturer, bidder or bidder's subcontractor must be registered to deal in the specific make of vehicle proposed (as the incomplete vehicle portion of the proposed vehicle). **In all cases, bidders must provide documentation of current Registration for Authority to Deal in Vehicles both specific to the make of vehicle proposed (as the incomplete vehicle portion of the proposed vehicle) and specific to the make manufactured by the final-stage manufacturer; the required, current registration may be issued to and furnished by the bidder and its subcontractor or by the bidder alone but not to subcontractor(s) alone.** Bidder must provide documentation of current registration both for the specific make of vehicle proposed and for the proposed specific make manufactured by the final-stage manufacturer. If, at the time of the submission of its bid, the Bidder is not registered to deal for both the specific make of vehicle proposed and for the proposed specific make manufactured by the final-stage manufacturer, Bidder has until 30 days after the bid opening date to obtain the required documentation.

Bidders not located in Illinois must provide with their bid all such registration/license documentation from their state in lieu of documentation from the Illinois Secretary of State.

Bidders will not be required to be licensed vehicle dealers and will not be required to furnish Registration for Authority to Deal in Vehicles where not required by the Illinois Motor Vehicle Code, Section 625 ILCS 5/5-101, when proposing only units that are exempt from the requirements of the Illinois Motor Vehicle Code for dealer licensing and certificates of title.

**Delivery of Vehicles and Equipment
Pre-Delivery, Servicing and Adjustments**

Prior to delivery of any vehicles and equipment, the Contractor will perform any/all preparatory operations recommended by the manufacturer, including (where applicable):

- . Tuning the engine;
- Testing the operation of all accessories;
- Testing electrical, hydraulic and air systems;
- Charging batteries;
- Inflating tires to recommended pressures;
- Lubricating all "zerk" fitting and friction points;
- Filling all lubricant and fluid reservoirs; and
- Filling fuel tank using fresh fuel.

Delivery

The Contractor must deliver the specified vehicles or equipment, complete with all attachments and ready for use. Delivery must be made between the hours of 8:00 a.m. and 2:30 p.m., Monday through Friday, excluding Holidays. Horizontal Feed Log Grinder must be delivered F.O.B. Destination (City of Chicago), IL at the following address:

Department of Fleet and Facility Management 1685 N. Throop Street
Chicago, IL 60622
Attn: David Pertuz,
Phone #: (312) 744-4313.

Delivery of the specified Horizontal Feed Log Grinder must be completed within 10 Calendar Days following the issue date of purchase order release.

The above noted Contact Person must be notified at least 48 hours prior to delivery of the specified Horizontal Feed Log Grinder.

General Construction

The vehicles or equipment furnished will be the manufacturer's latest models. Appurtenances and/or accessories not herein mentioned but necessary to furnish a complete unit ready for use upon delivery will be included. The vehicles or equipment will conform to the best practices known to the trade in strength, quality of material and workmanship and be subject to this specification in full. The specification will be construed as minimum. Should the manufacturer's current published data or standard package exceed this, it will be considered minimum and will be furnished. The City reserves the right to waive or make exceptions to this requirement if it be to the City's best interest.

Standard Product

Experimental vehicles will not be acceptable. Any vehicles which are not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for approximately one (1) year prior to the offering of this bid, will be considered experimental. The Chief Procurement Officer reserves the right to determine what constitutes experimental equipment.

Hybrids and/or combinations of two (2) or more standard production units may not be accepted. The Contractor must furnish evidence upon request that the Horizontal Feed Log Grinder to be furnished has been commercially available through the proposed manufacturer to the trade for a period of not less than approximately one (1) year and has been fully field tested to the satisfaction of the Chief Procurement Officer.

Design and Construction Practices

The vehicles and any/all assemblies, subassemblies, component parts, etc., must be designed with a factor of safety that is equal to or greater than that which is considered standard and acceptable for this class of equipment. Where applicable, the vehicles or equipment must conform to the standards established by Military Specifications, the Society of Automotive Engineers, Federal Aviation Administration or the Federal Motor Safety Standards. Assemblies, sub-assemblies, component parts, etc., must be standard and interchangeable throughout the entire quantity of units purchased under this document. Assemblies, sub-assemblies, component parts, etc., that are obsolete or approaching obsolescence due to material, design changes or improvements will not be acceptable and will be subject to replacement with current assemblies, sub-assemblies, component parts, etc. The Horizontal Feed Log Grinder furnished by the Contractor under this Specification must also comply with all applicable Federal OSHA, State of Illinois and local laws/acts ordinances in effect at the time of delivery.

The vehicles must be designed to function reliably and efficiently in sustained operation, under conditions which are typical for the intended application.

The vehicles must be designed to permit accessibility to all major lubrication and maintenance points with minimal disturbance of other components or assemblies.

Where "heavy-duty" items are required by this Specification, the term will be understood to define items which exceed the quality, capacity, durability and/or quantity of those items normally supplied with a standard production unit.

No dealer advertising labels may be affixed to a unit when delivered to the City.

Quality Control

The Contractor must utilize industry-recognized standards and procedures to assure that a satisfactory level of quality control are maintained in all stages of the manufacturing, assembly and installation process. Employees of the Department of Procurement Services and the Department or agents acting on behalf of the City, accompanied by such City personnel will have open access to all areas/ facilities in order to ensure that proper quality control standards are being met.

Training/Technical Assistance

The Contractor must furnish professionally conducted training sessions to the extent described below. This training will be provided by the Contractor as a portion of the Contract, at no additional cost to the City.

For each unit delivered, the Contractor must train City personnel in the proper, safe operation of the unit. This training will be conducted by professional, certified instructors, at a City designated locations.

In addition, for each unit delivered, the Contractor must provide a structured training program for City trades technicians. These technicians must be trained in diagnostic and preventive maintenance procedures, general maintenance and repair along with systems reconditioning for the unit and any auxiliary items. This training will be conducted by knowledgeable, experienced personnel, at the facility of Department of Fleet and Facility Management.

The Contractor must furnish four vehicle-training manuals and other multimedia training aids to the Department of Fleet and Facility Management.

Manuals, Certificates, Applications

Three (3) operator's manuals and three (3) set of maintenance manuals must be provided with each vehicle purchased. All manuals must be provided in English. Balance of hard copies vs. DVDs will be determined by the customer at time of order.

For purposes of these specifications, a set of maintenance manuals must include one (1) complete parts manual, one (1) technical service manual, one (1) complete wiring schematic (if not included with in the service manual) and service and parts manuals for all auxiliary equipment.

A complete set of electrical and air-system troubleshooting guides for the complete apparatus must be provided with each vehicle purchased.

A complete set of as-built air-system diagrams, wiring diagrams, hydraulic-system diagrams and a line sheet for the apparatus must be supplied with each vehicle purchased. All as-built diagrams must include all components that create a complete system as installed on the vehicle to which the diagrams correspond. The diagrams must include manufacturer part numbers for all components and subassemblies used in the contraction of the apparatus.

Technical Service Bulletins (TSBs) must be forwarded directly to the Department as they are issued.

The Contractor must furnish the Department, attention Kevin Campbell, 1648 N. Throop Street, Chicago, IL 60642, with the following items for each unit being delivered: Certificate of Origin and line-set sheet; Odometer Statement (in addition to odometer disclosure on Certificate of Origin) and applicable warranty certificate(s).

Completed Illinois Department of Revenue Form #ST556 (for Illinois suppliers) or RUT-25 (for out-of-state suppliers) must be provided a minimum of 48 hours prior to delivery. Forms can be obtained from the Illinois Department of Revenue by calling (800) 356-6302.

NOTE: The above listed documents must indicate the "CITY of CHICAGO" as the owner of the vehicle. The assigned unit number and the respective Department name must also be indicated on all documents, in the appropriate places.

No vehicle/equipment deliveries will be accepted unless the Contractor has fulfilled all of the above listed requirements.

Special Tools

Where there are special tools, manufactured or designed by the Contractor or manufacturer, that are required to provide routine service on any component of the apparatus, such as wheel seals etc., such tools must be provided with each apparatus.

The Contractor must provide with each sub order a portable diagnostic machine, with connectors and software capable of link up to the apparatus, to diagnose faults or problems throughout the apparatus, including but not limited to engine, transmission, multiplex system and any other apparatus systems that have troubleshooting capabilities.

Software Licenses

Where applicable, the City reserves the right to negotiate licenses for software directly with the software supplier.

Repair & Service Requirements

Shop Facilities, Service Facilities, and Notification

The Contractor or an authorized subcontractor must operate a fully equipped repair shop or service facility and employ certified factory trained personnel who are authorized to perform service and/or repair work on the specified equipment described herein. Upon request, the shop facility will be open to inspection by any City representatives.

The shop or service facility must be equipped with the necessary parts to provide full service to the City equipment either in stock and a turnaround time must be clear to perform all repair and service operations that may be required.

The Contractor's or an authorized subcontractor's facility will be of sufficient size and accessibility to accommodate the anticipated amount of repair service to City owned equipment.

The Contractor or an authorized subcontractor must have available an enclosed, secured area to store City equipment awaiting repairs.

Any City Department may contact the Contractor by phone for any replacement parts, new equipment or repair services required. The City Department will provide the Contractor with the location and description of the equipment needing service. The name and phone number of a contact person will be provided at the time of notification.

Service Hours

When the City's Facilities are involved in either the pickup, return or repair of equipment, Regular and Non-Regular hours are as given:

A. Regular service hours: 7:00 a.m. to 3:00 p.m., Monday through Friday.

Preventive Maintenance

The Contractor must provide a four (4) preventive maintenance inspections quarterly conducted Monday through Friday 7:00 am to 3:00pm. The Maintenance inspection will include but not be limited to Check clutch, hydraulic fluids, indeed chain, cuttermill, discharge adjustments, screen gats, etc.

Preventive Maintenance inspections will be scheduled with the Commissioner of Streets and Sanitation or authorized representative at least two(2) weeks in advance.

Performance of Repair Services (Regular Service Hours)

The Contractor will respond to requests for repair service within four (4) hours of verbal notification by the Using Department. The Contractor will inspect the equipment and prepare a written proposal for all repairs.

Performance of repairs services will be made within seventy-two (72) hours of request, at the Contractor's, or if applicable the subcontractor's shop, regardless of the Blanket Release amount.

The Contractor and its subcontractors understand that the vehicles covered under this specification are critical to the City's Fleet operations. Therefore, the Contractor will give priority service to the City and proceed with authorized work in an expeditious manner to ensure that all work is completed within the agreed upon schedule and to ensure that vehicle downtime is kept to a minimum.

If there are delays due to a lack of parts, insufficient manpower or other circumstances, then the Contractor will notify the Using Department immediately of the delay. If the equipment is found to be irreparable, the Contractor is to notify the Using Department immediately and the Using Department will make a determination of what course of action to take.

Repair Service will be billed as follows:

- A. The Contractor quotation must include the number of total hours of labor to repair the equipment and cost of parts to repair the equipment.
- B. The labor cost for Repair Service Labor performed will be billed as a straight time, hourly rate, Monday through Friday, 7:00 a.m. to 3:00 p.m., (excluding nights, Saturday, Sunday and legal holidays),
- C. All costs associated with labor for Repair Service are to be included in the hourly rate. The hourly rate will include any and all peripheral costs.

Written Repair Proposals

The Contractor will inspect the equipment and prepare a written proposal for all repairs including the vehicle estimate form (VEF) for all repairs including but not limited to the following information:

- A. Contract number
- B. Name of City Department
- C. Name and phone number of City contact person
- D. Description of equipment (make, model, serial number)
- E. Date equipment received by Contractor

F. Repair work required

G. Listing of parts used to repair equipment

H. Number of hours of labor to repair equipment

I. Name and signature of the Contractor's employees performing the work

The Contractor, upon written approval, in the form of a purchase order release from an authorized representative of the Department, may proceed with repairs.

In the event any piece of equipment cannot be repaired, due to replacement parts no longer being manufactured or other specific reasons, the Contractor will prepare a written explanation of the condition of the equipment and a recommended method of corrective action to be taken.

The City reserves the right to add and/or delete various models and types of Horizontal Feed Log Grinder during the term of the Contract.

Estimates for parts and labor must be based on industry-recognized third party data, available from, e.g., tractor-trailer.net, mitchellsupport.com, or another recognized third-party estimating process, for those types of equipment and repairs for which such data is available.

Where it is found by the Chief Procurement Officer that the work performed is not consistent with industry standard and market prices, the City reserves the right to order such repair work to be performed by other Contractors. The City maintains the right to remove from the premises of the Contractor or Authorized Subcontractor any vehicle delivered for repair estimates.

If the estimate is disapproved, the Commissioner of the Department of Streets and Sanitation or authorized representative may request a revised estimate from the Contractor, and/or have the vehicle removed from the Contractor's or authorized subcontractor's shop. The City reserves the right to furnish Contractor or Authorized Subcontractor with the parts necessary for the required repairs. If the parts are provided by the City, the Contractor agrees to install any City-furnished parts at the labor rates provided in the contract, furnish the warranty required by the contract for the labor performed, and adjust the estimate for the repairs accordingly.

Reporting Requirements

The Contractor must provide records of all vehicles serviced.

The Contractor must generate a quarterly report of all transactions with the City of Chicago, Department of Streets and Sanitation and Fleet and Facility Management. The report must be listed by City unit number, invoice numbers, purchase order number, date of service, nature of service performed, hours of service performed, detailed description of parts ordered with the repair services (catalog and part number).

Copies of invoices for parts may be requested at any time and must be provided within three (3) Business Days of the request. A faxed or copy or emailed PDF copy will initially be accepted, but if deemed necessary, the original must later be provided for verification purposes.

Inventory Lead Time

The Contractor must maintain an inventory of sufficient diversity and quantity as to ensure the delivery of any parts listed on the Proposal Page(s), which is ordered by the City within forty-eight (48) hours after receipt of a City department's order. In lieu of the inventory, the Contractor must be able to arrange such prompt delivery.

Repeated failure of the Contractor to meet the above state delivery requirements may be used by the City as grounds for the termination of this contract and may further affect the Contractor's eligibility for future contract awards.

The Contractor's compliance with these requirements will be determined by the Chief Procurement Officer, whose decision will be binding.

Horizontal Feed Log Grinder Base Unit

For the purposes of this Contract Tree & Root Cutters & Grinders, Tractor Mounted - Log Grinders and Horizontal Feed Log Grinder Base Unit are one and the same

Literature/Data

The Contractor must submit three copies of each of the following informational items with the bid or upon the request of the Chief Procurement Officer or a designee:

- A. Detailed two-view drawing of the proposed unit, giving all major dimensions (overall length, width and height in operational and transport modes, kingpin-to-axle dimension, etc.);
- B. Detailed descriptions or manufacturer's literature for the overall unit;
- C. Manufacturer's literature for the diesel engine;
- D. Manufacturer's literature for any ancillary installed equipment;
- E. Weight distribution information for the unit;

Base Unit Design

- A. The unit must be a horizontal-feed log grinder, designed for processing trees, logs and other organic material into wood chips or a similar reduced state.
- B. The unit must be comprised essentially of (at a minimum) a trailer platform on which are mounted horizontal-feed log grinder with power, infeed and discharge systems, and all necessary ancillary equipment and systems.
- C. The unit must be trailer-mounted, with wheeled axles, and powered by a heavy-duty diesel engine designed for off-road use.
- D. Gross weight of the unit must be approximately 94,000 lbs.
- E. The overall height of the completed unit must be no more than 14'. Overall length must be no more than 50' in transport mode and 69' in operational mode. Overall width in transport mode must be no more than 12'.
- F. All of the vehicles purchased must be equipped with all standard equipment and the additional equipment and/or accessories described below at a minimum. Where specific references to equipment items are not made, the manufacturer's standard production equipment for the proposed model must be provided. Except where specifically noted, all equipment and accessories must be installed by the manufacturer at the manufacturer's facility.
- G. The unit must have an operating time at full load of at least 6 hours.

Chassis

- A. The log grinder chassis must be made of heavy-duty steel. C-channel and tube sections are allowed. Material must be rated at a minimum of 58ksi tensile strength and 36ksi yield strength.
- B. Tongue/kingpin weight must be no more than 45k pounds.
- C. Total axle weight must be approximately 60k – 65k pounds. Each axle must be rated to at least 20k lbs.
- D. The trailer must have a fifth wheel attachment with a 2" kingpin.
- E. The wheels must be covered by full fenders, with mud flaps behind the rear axle.
- F. The chassis must have hydraulic jacks to support the front of the unit, with a total weight rating of at least the total weight of the log grinder unit.
- G. The trailer must have a storage rack for additional material screens and a lockable tool box, if available.
- H. Glad Hands must be located on the front of the trailer to allow for quick connection of all air lines from the tractor.
- I. A Cole-Hersee seven-pole (round pole) female electrical socket must be mounted at the front of the trailer.

Rolling Stock

- A. The trailer must roll on at least three axles, to distribute weight and meet axle weight limits for City and state (IL) roads. Axle loads must be no higher than 22.5klb per axle.
- B. Axles must be rated at a minimum of 22.5k lb. each, with oil bath lubrication for the wheel hubs.
- C. Brakes must be S-cam air brakes on all wheels, at least 16.5" x 7" in size. Brakes must meet all FMVSS requirements.
- D. The trailer must ride on full air ride suspension.
- E. Wheels must be 22.5" disc-type steel wheels.
- F. Tires must be radial tires, with a load range of "L" or higher. "Super single" or dual wheels on each end of the axles are both acceptable, but the load ratings of the tires must give a maximum allowable weight greater than the fully-loaded wet weight of the unit.
- G. Two spare mounted wheel/tire assemblies must be included with each unit.

Driveline and Ancillary Systems

- A. The log grinder must be powered by a heavy-duty diesel engine designed for off-road applications. The engine must be compliant with all 2012 EPA emissions regulations (Tier 2) for heavy-duty off-road diesel engines.
- B. The engine must be a 12-cylinder, 4-stroke, turbocharged and intercooled diesel with a minimum rated output 1050 HP CAT C-27 Tier 2 engine.
- C. The engine must have a replaceable dry air cleaner.
- D. Engine output must go through a hydraulic clutch.
- E. The engine must have safety shutdowns for high water temperature and low oil pressure.

F. The radiator must have a screen to keep debris out of the cooling system, and a hydraulic fan that can be manually reversed when needed to clear a clogged screen.

G. The engine must have a fuel tank or tanks with a minimum capacity of 400 gallons. The tank(s) must be shock-mounted to the chassis, and must have mechanical and electrical gauges, a sight gauge near the filler neck, a breather and rollover vent valves for safety.

H. Exhaust must meet all EPA pollution control requirements and City of Chicago and state of Illinois noise requirements.

Infeed System

A. Organic material must be fed into the grinder by an infeed conveyor with walls to contain and guide the material, and a movable feed roller. The conveyor must be a welded slat chain with replaceable slate sections.

B. The infeed throat opening must be at least 45" high and 60" wide. The throat is measured from the floor of machine to the top of cuttermill.

C. The feed roller must have a planetary drive system. Feed roller diameter must be at least 32", and width approximately 60".

D. The feed roller cannot have down pressure.

E. The feed table must be at least 20' long and 60" wide.

F. The feed system must come with a debris safety guard.

G. All rollers must have lubrication fittings or must be automatically lubricated.

H. The Infeed system must have debris augers to keep material flowing into the cuttermill.

Cuttermill

A. Logs and other organic matter must be processed by a horizontal cuttermill with a feed roller.

B. The cuttermill must have at least 55 carbide tipped teeth.

C. The cuttermill must be appropriately sized for the power output of the engine.

D. Material screens must be provided and installed. Three screens must be provided, with the largest hole size available from the manufacturer. Screens will be chosen by the customer among those offered at the time of order.

E. The cuttermill diameter must cover in full the complete throat opening.

F. The cuttermill must be a minimum of 60" in diameter.

G. The cuttermill must have break away cutterbodies to insure drive protection.

H. The horizontal grinder must produce a product size of 2-3" minus in a single pass. Machine must produce a minimum of 550-600 yards per hour grinding materials such as: large diameter chuck wood, large logs, brush and other green waste.

Discharge System

A. Organic material must be discharged using a hydraulically-driven conveyor system.

B. The conveyor system must have a horizontal belly conveyor feeding into a V-cleat stacking conveyor with an elevated discharge. Discharge height must be adjustable to a height of at least 14'.

C. The discharge conveyors must be able to be folded for transport.

D. The belly and discharge conveyor belts must be appropriately sized for the power output of the

engine and discharge capacity of the cuttermill.

- E. Conveyor belts must be a 3-ply, 330lb. rubber belt for the belly discharge belt, and a 2-ply, 220lb. V-shaped belt for the stacking belt.
- F. The discharge conveyor system must fold hydraulically for transport.
- G. All rollers must have lubrication fittings or must be automatically lubricated.

Controls

The unit must come with a control station operating all machine functions, as well as with a wireless (radio) remote control unit capable of, at a minimum, performing all operations other than setup.

The remote control unit must control, at a minimum, the following operations:

- A. Feed conveyor on/off and speed
- B. Feed conveyor direction
- C. Discharge conveyor on/off and speed
- D. On/off for auto-feed function, and feed mode selection
- E. Adjustment and setting of machine operation parameters
- F. Engine throttle control
- G. Direction of radiator fan
- H. Engine stop

The remote control must operate at distances of up to 500 feet.

The machine-mounted control station must have, at a minimum, all of the above-listed controls.

Accessories and Additional Items

- A. Two extra screens must be provided with each unit. Screen sizes will be determined by the customer at time of order.
 - B. An 11hp air compressor must be mounted to the trailer chassis, for uses such as replacing bits and cleaning out the radiator.
 - C. A magnetic discharge conveyor pulley must be included as part of the discharge system, in order to separate out metallic elements from the outflow.
 - D. Each unit must be delivered with two complete extra sets of cuttermill carbide tips, along with all fasteners for attachment.
 - E. Engine-control software must be included with each unit.
 - F. One spare remote control must be included with each unit.
- G. One pneumatic impact wrench with air hose and appropriately-sized sockets must be included, to be used for changing bits. Air hose must be long enough to easily reach from the air compressor to the cuttermill.

Hydraulics

- A. The log grinder's hydraulic system must be an open-loop system driven from a hydraulic PTO at the engine output.
- B. Hydraulic oil tank capacity must be at least 140 gallons. The tank must be shock-mounted, with a

sight gauge near the filler neck.

C. The hydraulic system must also have heavy-duty oil cooler, an oil-temperature gauge, and an emergency shutdown system triggered by low oil pressure and low oil level. It must also have an easily-accessible and replaceable oil filter.

Lighting and Electrical Accessories

A. The electrical system must be a 24V negative-ground system.

B. Two 12V batteries with a combined rating of at least 1150 CCA must be installed in a weatherproof battery box.

C. The master power shutoff switch must be installed outside of the battery box to prevent draining of the battery when sitting for extended periods of time. The switch must be enclosed in a protective box. Switch location must be approved by the Department of Fleet Management, Automotive Engineering section prior to installation.

D. The engine alternator must be rated at least 100A.

E. All circuits must be protected by fuses or circuit breakers, and all circuits must be named. All wiring must be protected by a loom or conduit, and supported by insulated fasteners at 18" intervals. All wiring must be run in continuous lengths, with sufficient slack at terminations. No splices are allowed. All wiring pass-throughs must be grommet.

F. The trailer must be equipped with lighting meeting all ICC, federal and state requirements.

G. The rear of the trailer must have tail lamps, stop lamps, reversing lamps and turn signals. A lighted license plate bracket must also be included.

H. Red and amber clearance lights must be mounted to the sides of the trailer.

I. All lights mounted in the trailer body must be shock-mounted and recessed.

J. A Grote Loudmouth backup alarm must be installed wired to activate when the reverse lights are on.

K. Two high-power work (flood) lights must be mounted at the front and rear of the trailer, to allow for illumination of the trailer and surrounding work area during nighttime operation.

L. All lights must be LEDs.

M.

Painting and Rustproofing

A. The vehicle must contain no dealer markings of any type, interior and exterior.

B. All metal services must be properly prepared for painting to insure removal of any/all surface rust, welding slag, soot, dirt, grease and water.

C. All painted metal surfaces must be primed with sufficient coats of primer to meet the paint manufacturer's guidelines, and painted with at least two color coats.

D. Horizontal walkable surfaces, such as fender tops, must be coated with an anti-slip coating, such as Ziebart Spray-On Liner, to maximize traction and corrosion resistance.

E. Units, including the cab/chassis and any installed body and other components, may be delivered in the manufacturer's standard color. Wheels must be painted either white or black.

Note: Alternate corrosion protection materials will be considered only where such materials appear on the Federal QPL (qualified products list) and the Contractor provides sufficient proof of his knowledge of (and prior conformance with) the standards described. Bidder must provide this information with its bid or upon request.

F. Rustproofing MUST be applied in accordance with Federal Standard #297E, or most current

revision thereof.

G. Applicable guarantee/warranty for rustproofing must be provided to the City.

Options and Accessories

Orderable options and accessories selected at the time of the vehicle order and supplied by the Original Equipment Manufacturer (OEM), beyond those specifically called for in the Detailed Specifications, including models within the model series proposed and all available option codes. Examples of orderable options and accessories are but not limited to navigation system, backup camera, floor mats, higher trim levels.

Where an OEM package is available that contains the selected OEM options at a price lower than that of the individual selected OEM options, the OEM package must be furnished and billed, with all equipment/accessory items within that OEM package furnished and included in the billed package price.

Options and accessories must be furnished and billed at a markup rate not to exceed 10% or discount. The Contractor must furnish documentation (manufacturer's invoice price list, manufacturer's invoice and/or printout of the vehicle order, etc.) of the manufacturer's dealer invoice price at time of order to substantiate the charges; this documentation must accompany all invoices.

Where "mark-up" is indicated, the City of Chicago will consider a "discounted from list" price from the bidder, provided that the discount is clearly annotated, and the Chief Procurement Officer determines that doing so is in the best interest of the City.

Mechanical and Electrical Repair Parts

The City has various contracts for parts and service; the City may purchase any parts under this contract that are to be used for the vehicles purchased hereunder ("Parts") to the extent that the City is unable to purchase them under those other parts and service contracts.

Repair parts are to be supplied by the Original Equipment Manufacturer (OEM) of the Horizontal Feed Log Grinder. Examples of repair parts include but are not limited to hydraulic lines, hydraulic PTOs, Infeed conveyor belt, infeed roller liner, discharge conveyor belt and hammermill/cuttermill teeth.

Parts to be furnished under this contract are new OEM parts, and must carry original product warranty. Parts, accessories, assemblies and components furnished under this contract must be compatible and interchangeable with vehicles purchased under this Contract. Contractor must be capable of obtaining wholesale pricing for readily available stock parts.

The City will pay an amount for such Parts equal to the then-current manufacturer's price list for dealers plus the mark-up or discount bid by the contractor on the proposal pages hereof. When submitting an invoice, contractor must provide such information as the Commissioner requests substantiating the calculation of pricing, which may include a copy of the catalog page showing the manufacturer's catalog price.

The price paid by the City will be based upon the then-current manufacturer's price list and the mark-up or discount bid by the contractor. Percentage mark-up or discount will be fixed at the amount bid for the term of this Agreement, without any adjustments. The mark-up or discount will be inclusive of all costs associated with the Parts purchased under this contract, including without limitation any and all peripheral costs (such as

transportation, pick up and delivery, guarantees and warranties, restock charges, testing, inspection, reports, insurance, etc.).

Where "mark-up" is indicated, the City of Chicago will consider a "discounted from list" price from the bidder, provided that the discount is clearly annotated, and the Chief Procurement Officer determines that doing so is in the best interest of the City.

Replacement and Repair Parts

Replacement parts, equipment, components, assemblies and/or, accessories furnished under this contract must be genuine replacement parts as manufactured or supplied by the Original Equipment Manufacturer (OEM).

All replacement parts, equipment, components and/or assemblies furnished that are not OEM and/or "salvaged" parts are to be considered "generic" and must be compatible and interchangeable with existing City owned equipment. The Department must be informed of any "generic" replacement parts and will be used only when approved in advance by the Department.

Labor to Perform Repair Services in Contractor's Shop Regular Business Hours

The unit cost for regular repair service labor performed at the Contractor's Shop Location will be billed as regular time, hourly rate, Monday through Friday, 7:00 a.m. to 3:00 p.m., excluding Holidays, as quoted on the Proposal Page(s), unless the Contractor or Authorized Subcontractor's regular service hours are longer, then the Contractor or Authorized Subcontractor's regular service hours will apply.

Non-Regular Business Hours

The unit cost for non-regular repair service labor performed at the Contractor's Shop Location will be billed as regular time, hourly rate, Monday through Friday, 3:01 p.m. to 6:59 a.m., All day Saturday, Sunday and legal Holidays, as quoted on the Proposal Page(s), unless the Contractor or Authorized Subcontractor's regular service hours are longer, then the Contractor or Authorized Subcontractor's regular service hours will apply.

The Contractor will be notified by the Commissioner of the Department of Fleet and Facility Management or his authorized representative when service is required during non-regular business hours.

The Contractor or Authorized Subcontractor must not perform any work outside the regular working hours without the prior authorization from the Commissioner of the Department of Fleet and Facility Management or his authorized representative.

The labor rates must include any and all peripheral costs.

Transportation of Equipment for Service

The cost for transporting a vehicle purchased under this contract each way for service between a City of Chicago location and a Contractor's (or authorized Subcontractor's) location must include all peripheral costs, including but not limited to: providing a properly licensed driver or operator, any necessary tow or transport.

Price Adjustments and Labor Rate Adjustments Adjustment for Labor Rates (Line Items 4 and 5)

The original bid prices for labor rates are to be valid and firm for the initial twelve (12) month contract period beginning with the start date of the Contract. Beginning on the date after the initial twelve (12) month term and for each twelve (12) month anniversary thereafter, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the services provided for in this Contract, annual labor rate adjustments of the contract unit price(s) may be granted based on the prevailing

wage rate at the time of escalation request after receipt of a written request from the Contractor. The Contractor's written request must be made no earlier than thirty (30) Calendar Days before the anniversary date or no later than thirty (30) Calendar Days after the expiration date of each such twelve (12) month period. If Contractor does not request a price adjustment within such period, Contractor will not be entitled to a labor rate adjustment for the upcoming year.

The Contractor's unit prices will be adjusted "New Contract Price(s)" by an amount of no more than three percent (3%) per year, for each additional twelve (12) month period.

The Contractor will be required to furnish supporting documents to verify the new rates and to furnish a certified statement or affidavit, which is to state information requested by the Chief Procurement Officer to verify the rate change.

If approved by the Chief Procurement Officer, a labor rate adjustment must be signed by the Chief Procurement Officer reflecting the labor rate adjustment and the effective date for the change. Original bid prices are in effect until the labor rate escalation has been signed by the Chief Procurement Officer reflecting the price adjustment and the effective date for the change.

Any service provided by the Contractor at the new labor rate, without a labor rate escalation signed by the Chief Procurement Officer, is made at the Contractor's risk. Consequently, in the event such labor rate escalation is not signed by the Chief Procurement Officer, the Contractor releases the City from any liability whatsoever to pay for services rendered at the labor wage rate.

Price Adjustment for Transportation of Equipment for Service

No price adjustment for Transportation will be allowed. The percentage markup will remain fixed for the life of the contract.

X Michele J. Gramble
Michele Gramble, DSS



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER General Agency Company 525 E. Broadway Mount Pleasant, MI 48858	CONTACT NAME:	
	PHONE (A/C, No, Ext): (989) 773-6981	FAX (A/C, No): (989) 772-1855
E-MAIL ADDRESS: info@ga-ins.com		
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Charter Oak Fire Insurance	25615
INSURED Bandit Industries Inc Smoracy LLC Richard Curtiss 6750 Millbrook Road Remus, MI 49340	INSURER B: Travelers Property Cas Co	
	INSURER C: BITCO General Ins Corp	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6308F517343	05/11/2016	05/11/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Emp Ben. \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			8104268L798	05/11/2016	05/11/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EX4268L805	05/11/2016	05/11/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC3637771	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Chicago Bureau of Forestry
2352 S Ashland Ave
Chicago, IL 60608

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julie L Stephens



DEPARTMENT OF STREETS AND SANITATION
CITY OF CHICAGO

Date: October 20, 2016

To: Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services

From: *Charles L. Williams / mwg*
Charles L. Williams
Commissioner
Department of Streets and Sanitation

Re: **Request to Appear Before the Non Competitive Review Board (NCRB)**
Requisition No. 138923 - Smoracy, LLC – MBE/WBE Concurrence

Based on the scope of services and for time reasons it is impracticable to require WBE participation for the above mentioned project. The Department concurs that a Waiver is needed for WBE participation or the project should be set with specific participation goals of 25% MBE and 0% WBE.

The equipment purchased can only be repaired by an authorized dealer. The only authorized dealer located within the Chicagoland area is Tri-Angle Fabrication ("Tri-Angle") a certified MBE. Tri-angle is certified per the attached in the following areas:

811310 – Commercial and Industrial Machinery Repair and Maintenance Services
423860 – Transportation Equipment and Supplies (Except Marine Pleasure Craft, Motor Vehicles)
Merchant Wholesalers

The equipment will be shipped directly from the Factory to the End Users location. It is not industry to ship a direct sale/purchase to an alternate point. This action will result in an additional cost and increase delivery time.

The Vendor has committed to utilizing Tri-Angle Fabrication for 25% of the estimated project value (see attached C1 and D1).

For additional information, please contact Michele Gamble, Contract Coordinator, (312) 742-2595.

Thank you in advance for your approval

Bandit Industries, Inc.

8750 MILLBROOK ROAD - REMUS, MI 49340 - PHONE (800)952-0178 or (989)561-2270 - FAX: (989)561-2273



Date: October 18, 2016
To: City of Chicago Bureau of Forestry
From: Bandit Industries, Inc.

To Whom it May Concern:

Bandit Industries, Inc. can provide immediate delivery with the grinder requirement for the City of Chicago.

The purchase price of the Model 4680 will be \$644,000.00 including shipping to the City of Chicago.

The sale of equipment, parts and service all will be handled direct from Bandit, so there are currently no opportunities for subcontracting on this project. Bandit is requesting a waiver with regards to the WBE compliance requirement.

If you have any questions or need additional information please let us know.

Sincerely,

A handwritten signature in blue ink that reads "Jason Morey".

Jason Morey
Sales Manager
Bandit Industries, Inc.



FOR
NON-CONSTRUCTION
PROJECTS ONLY

SCHEDULE C-1

MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

Project Name: _____ Specification No.: _____
From: TRI-Angle FAB of Indy Co. Inc.
(Name of MBE/WBE Firm)
To: _____ and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

The above described performance is offered for the following price and described terms of payment:

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.
0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

[Signature] Oct 13 2016
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)
JOE A. BONATAR
(Name/Title-Please Print)
JOE.BONATAR@TRI-ANGLE-FAB.COM
(Email & Phone Number)



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAY 09 2014

Jose A. Gonzalez
Tri-Angle Fabrication & Body Co., Inc.
1344 West 43rd St.
Chicago, IL 60609

Dear Mr. Gonzalez:

We are pleased to inform you that **Tri-Angle Fabrication & Body Co., Inc.** has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **12/15/2017**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual **No-Change Affidavit**. Your firm's **annual No-Change Affidavit** is due by **12/15/2014, 12/15/2015, and 12/15/2016**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual **No-Change Affidavit** may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/15/2017**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/15/2017**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual **No-Change Affidavit** within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

171 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

336211 - Motor Vehicle Body Manufacturing

423110 - Automobile and Other Motor Vehicle Merchant Wholesalers

332710 - Machine Shops

332312 - Fabricated Structural Steel Manufacturing

332313 - Plate Work Manufacturing

423820 - Farm and Garden Machinery and Equipment Merchant Wholesalers

423840 - Industrial Supplies Merchant Wholesalers

423860 - Transportation Equipment and Supplies (Except Marine Pleasure Craft, Motor Vehicles) Merchant Wholesalers

532120 - Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing

811121 - Automotive Body, Paint and Interior Repair and Maintenance

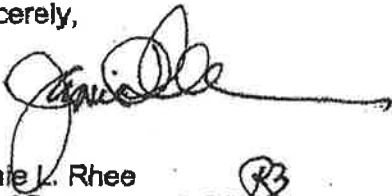
811219 - Other Electronic and Precision Equipment Repair and Maintenance

811310 - Commercial and Industrial Machinery Repair and Maintenance Services

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee 
Chief Procurement Officer

JLR/ha



SCHEDULE D-1
 Compliance Plan Regarding MBE/WBE Utilization
 Affidavit of Prime Contractor

**FOR
 NON-CONSTRUCTION
 PROJECTS ONLY**

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE
 BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name: HORIZONTAL FEED GRINDER

Specification No.: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of SMORACY
 (Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/or Cook County, Illinois (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: TRI-ANGLE FABRICATION
 Address: 1344 W 43RD ST
 Contact Person: JOE GONZALES
 Phone Number: 312-296-4797
 Dollar Value of Participation \$ _____
 Percentage of Participation % 25
 Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ _____%
 Total Participation % 25

2. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____

¹ The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct MBE Participation		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect MBE Participation		

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct WBE Participation		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect WBE Participation		

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

Jason Morey
(Name- Please Print or Type)

989-561-6175
(Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

Smoracy, LLC
(Name of Prime Contractor - Print or Type)

State of: Michigan

Jason Morey
(Signature)

County of: Isabella

Jason Morey
(Name/Title of Affiant - Print or Type)

October 13, 2016
(Date)

On this 13th day of Oct., 2016, the above signed officer Jason Morey
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Lea Ann Hanchett
(Notary Public Signature)

LEANN HANCHETT, Notary Public
State of Michigan, County of Isabella
My Commission Expires Feb. 14, 2019
Acting in the County of Isabella

SEAL:

Commission Expires: Feb. 14, 2016



Bandit Industries, Inc.

6780 MILLBROOK ROAD - REMUS, MI 49340 - PHONE (800)552-8178 or (800)561-2270 - FAX: (800)561-2273

Date: November 8, 2016
To: City of Chicago Bureau of Forestry
From: Bandit Industries, Inc.

To Whom it May Concern:

Bandit Industries, Inc. can provide immediate delivery with the horizontal grinder requirement for the City of Chicago as an inventory unit is available for immediate delivery.

No subcontracting opportunities are applicable for the purchase of the horizontal grinder as Bandit manufactured the unit at its corporate headquarters and is shipping the unit directly to the City of Chicago. No other subcontracting opportunities apply.

Repairs and parts will be conducted by Bandit's authorized dealer Triangle Fabrication.

Bandit is not located in Chicago and there are no other indirect / direct subcontracting opportunities.

Bandit has committed to utilizing a MBE subcontractor for 25%, however due to the above conditions; Bandit is requesting a waiver with regards to the WBE compliance requirement.

If you have any questions or need additional information please let us know.

Sincerely,

Jason Morey
Sales Manager
Bandit Industries, Inc.



Bandit Industries, Inc.

6750 MILLBROOK ROAD - REMUS, MI 49340 - PHONE (800)952-0178 or (800)961-2270 - FAX: (800)961-2273

Date: November 28, 2016
To: City of Chicago Bureau of Forestry
From: Bandit Industries, Inc.

To Whom it May Concern:

Please allow me to clarify the difference between Bandit Industries, Inc. and Smoracy, LLC.

Bandit Industries, Inc. was incorporated in 1987 and is located at 6750 Millbrook Road, Remus Michigan 49340. Bandit manufactures a wide range of equipment including hand-fed and whole tree chippers and stump grinders.

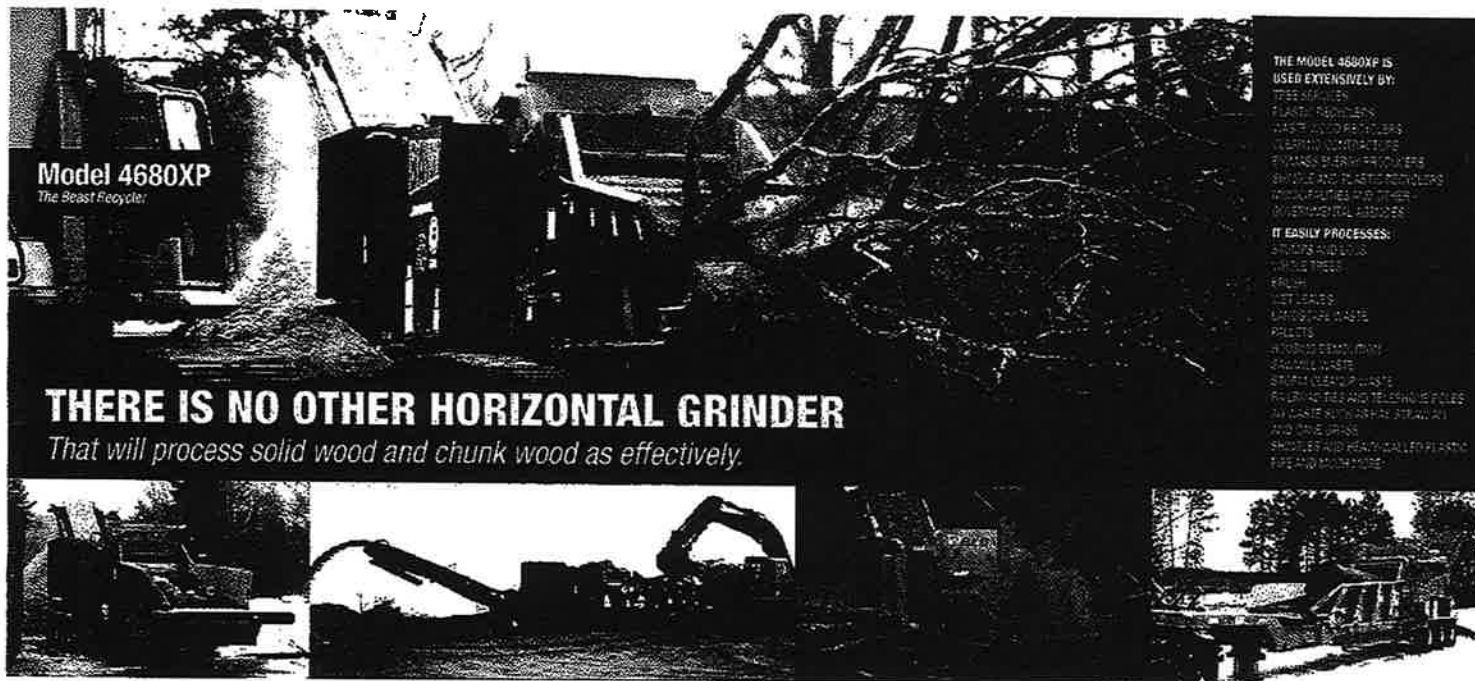
Smoracy LLC manufacturer's horizontal grinders. The "Beast" is marketed and sold by Bandit Industries, Inc, but invoiced by Smoracy, LLC.

Both Bandit Industries, Inc. and Smoracy LLC are located at the same address listed above. Bandit Industries and Smoracy LLC are separate manufacturers.

If you have any questions or need additional information please let us know.

Sincerely,

Kathy Edwards
Credit & Financing Manager
Bandit Industries, Inc.



Model 4680XP
The Beast Recycler

THE MODEL 4680XP IS USED EXTENSIVELY BY:
 TREE SERVICE
 FLAUX PROCESSERS
 WASTE WOOD PROCESSORS
 WASTEWATER PLANTS
 EVANSCO'S BERRIDGEVILLE PLANT
 SWALE AND PLASTER RECYCLERS
 MUNICIPALITIES AND OTHER
 GOVERNMENTAL AGENCIES

IT EASILY PROCESSES:
 BRUSH AND LOGS
 WHOLE TREES
 FRUIT
 WET LEAVES
 LANDFILL WASTE
 PROJECTS
 WOODS RESTORATION
 SOLID WASTE
 STUMP WEEDING WASTE
 FRODOG AND TELEPHONE POLES
 ALL WASTE WITH A SHRE, STEEL AND
 AND ONE GRIND
 SHOULES AND RECYCLED FOR PLASTIC
 PIPE AND MUCH MORE

THERE IS NO OTHER HORIZONTAL GRINDER
That will process solid wood and chunk wood as effectively.



45" x 60" Capacity Delivers Extreme Processing Capability.

The Model 4680XP can accept trees and logs nearly four feet in diameter. It can accept extremely large volumes of brush and logging slash, and problematic chunk wood is easily devoured. The wide throat opening on the 4680XP also means it can out-produce every other horizontal grinder on the market, creating up to 800 yards of meach per hour.

Patented Cuttermill - Producing a Higher Value Product at a Lower Production Cost.

The Beast's down-turn cuttermill utilizes cutter bodies shaped like a chainsaw tooth. The raker in front of the tooth regulates the size of the cut, creating a product that's more uniform in size and consistency. Whereas most competitive grinders have upward turning mills, The Beast cuttermill turns down to work with gravity instead of against it and the feed system. This design provides smoother operation with less vibration and is much less likely to throw material out the infeed, and it allows The Beast to cut, split, grind or chip more material at a lower cost-per-ton.



Convert the 4680XP into a High Production Chipper.

The large opening and the cutting and splitting action of the 4680 all it to process large diameter trees, stumps and chunk wood better than other grinders. The teeth on the standard cuttermill are easily replaced with Beast chipper knives to produce a uniform screened chip, ranging in size from a 1/4-inch "biosawdust" micro chip to a standard 3/4-inch chip. The 4680XP discharges chips via the standard discharge conveyor to create piles or load open-top trailers. An optional chip thrower attachment is available to fully load end-opening chip trailers with ease.

Create Products For Multiple Markets With One Machine.

The Beast features a wide array of tooth and screen options to produce an impressive range of end-products. Create high-quality mulch in a single primary grind and a regrid from a wide variety of materials, including urban green waste, pallets, sawmill and logging residues, and clearing waste. Private contractors, governmental agencies including municipalities, townships and county governments produce prime landscaping mulch, playground mulch and colored mulch with the colorizer option. Equipped with Beast knives, the Model 4680XP produces high-quality chips used in a variety of fuel wood markets.

Towable and Self-Propelled to Conquer Any Worksite.

The towable Model 4680XP comes with a standard fifth-wheel hitch for transport. Self-propelled track machines are ideal for land clearing and operations in difficult terrain where towable machines just can't reach. Track models are also favored in large yards or landings where moving towable units is difficult and time consuming. And with diesel engine options up to 1200 horsepower, the Model 4680XP easily has the power to handle the toughest jobs.

Process Difficult Material That Other Machines Can't Handle.

No other horizontal grinder on the market can handle difficult-to-process material like The Beast. The down-turn cuttermill combined with the wide 60-inch infeed opening, powerful infeed conveyor and feed wheel easily handles large brush bundles, viney material and bulky chunk wood. The infeed features multiple speed controls and an auto feed system that reverses material when engine RPM drops. The Model 4680XP can also be equipped with a proportional feed system that automatically adjusts feed speed to match engine load.



BEAST RECYCLER SPECIFICATIONS 4680XP

ENGINES:

TOWABLE	550hp
• 500 HP per 2	• 500 HP per 2
• 575 HP per 2	• 575 HP per 2
• 1,000 HP per 2	• 1,000 HP per 2
• 1,200 HP per 2	• 1,200 HP per 2
• 1,300 HP per 2	• 1,300 HP per 2

TRACKS:
 152, 472 & 500 HP electric motors

UNDERCARRIAGES:

AXLE - 14, 16-17, 24, 30, 36, 42, 48, 54, 60, 66, 72, 78, 84, 90, 96, 102, 108, 114, 120, 126, 132, 138, 144, 150, 156, 162, 168, 174, 180, 186, 192, 198, 204, 210, 216, 222, 228, 234, 240, 246, 252, 258, 264, 270, 276, 282, 288, 294, 300, 306, 312, 318, 324, 330, 336, 342, 348, 354, 360, 366, 372, 378, 384, 390, 396, 402, 408, 414, 420, 426, 432, 438, 444, 450, 456, 462, 468, 474, 480, 486, 492, 498, 504, 510, 516, 522, 528, 534, 540, 546, 552, 558, 564, 570, 576, 582, 588, 594, 600, 606, 612, 618, 624, 630, 636, 642, 648, 654, 660, 666, 672, 678, 684, 690, 696, 702, 708, 714, 720, 726, 732, 738, 744, 750, 756, 762, 768, 774, 780, 786, 792, 798, 804, 810, 816, 822, 828, 834, 840, 846, 852, 858, 864, 870, 876, 882, 888, 894, 900, 906, 912, 918, 924, 930, 936, 942, 948, 954, 960, 966, 972, 978, 984, 990, 996, 1002, 1008, 1014, 1020, 1026, 1032, 1038, 1044, 1050, 1056, 1062, 1068, 1074, 1080, 1086, 1092, 1098, 1104, 1110, 1116, 1122, 1128, 1134, 1140, 1146, 1152, 1158, 1164, 1170, 1176, 1182, 1188, 1194, 1200

TIRES - 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

STEEL TRACK - Example with Caterpillar track 1000 track undercarriage with 27 1/2" wide track shoes 2500 lbs.

MEASUREMENTS:

Length	46'	Track	38'
Width	11' 6"		11' 6"
Height	13' 6"		12' 6"
Weight	42,000 lbs	42,000 lbs	42,000 lbs
Fuel Tank	300 gal	300 gal	300 gal
Hyd. Tank	200 gal	200 gal	200 gal

FRAME:
 All of our frames are made from 13" structural C-channel with a web thickness of 1/2". This will apply to both track and roller models.

OTHER SPECIFICATIONS:

Capacity	45'
Mil. Opening	45" X 60"
Drum Cuttermill	60" diameter X 63" wide
RAM	Approx. 515
Feed System:	11 3/4" diameter x 60" wide feeding feed wheel internally driven by a hydraulic motor/gearbox combination. 110-43FPM
Discharge:	2 speed discharge system with (1) 56" wide x 107' 6" long primary discharge conveyor and (1) 56" wide x 25' 6" long discharge conveyer.
Hitch:	Fifth wheel
Stabilizer:	Quick cylinder

REPLACEMENT RAKER CUTTERMILL

SPLITTING CUTTERMILL

KNIFE CHISEL CUTTERMILL

THE BEAST 60" DOWN-TURN CUTTERMILL

**HAND-FED
CHIPPERS**

**WHOLE TREE
CHIPPERS**

**STATIONARY SAWMILL
& CHIPMILL CHIPPERS**

**STUMP
GRINDERS**

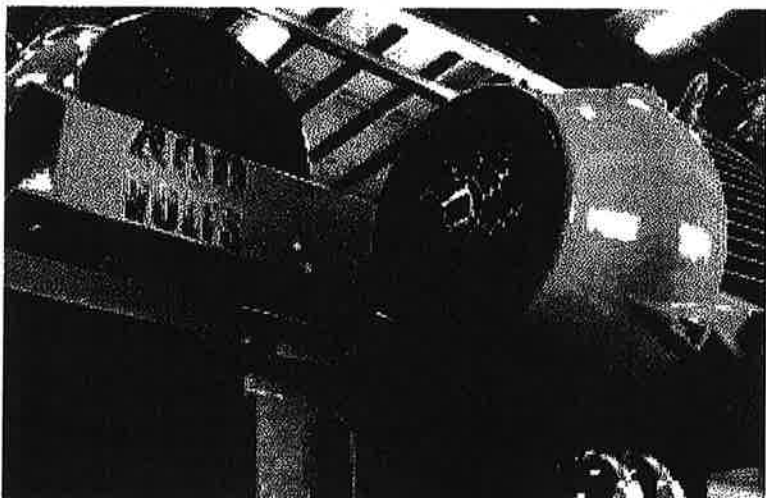
**THE BEAST®
HORIZONTAL RECYCLERS**

**TRACK
CARRIERS**

**SKID-STEER
ATTACHMENTS**

GRIND SHINGLES TO A HOT MIX ASPHALT SUPPLEMENT IN A SINGLE PASS.

Many consider The Beast to be the best shingle grinding machine on the market. The Beast generates less heat when processing shingles because of the patented downturn cuttermill that cuts instead of grinding. The Beast processes shingles through the machine quicker, reducing heat while increasing production. The result is an ultra-fine end product that consistently meets stringent requirements for Recycled Asphalt Shingles (RAS) in hot-mix asphalt supplement.

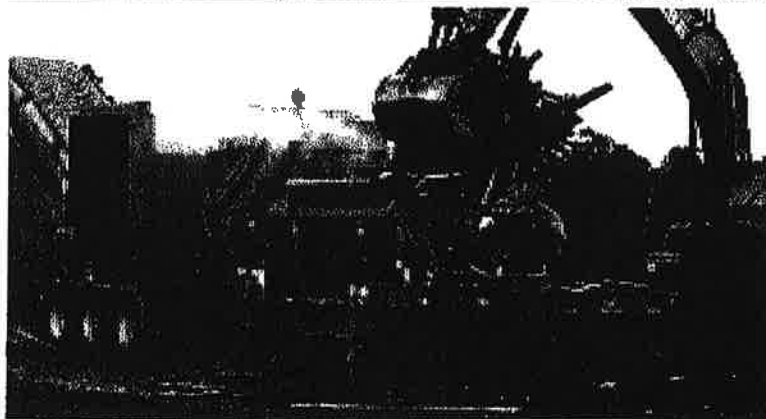


Available as Stationary Units with High-Power WEG Electric Motors.

Stationary electric powered machines are becoming increasingly popular in biomass plants, mulch yards and pallet recycling yards. For electric applications, the Model 4680XP features industry-proven WEG electric motors with up to 1000 horsepower for exceptional processing capabilities. Electric units come with soft-start motors and all necessary equipment for a quick, easy setup.

The Beast Serves Renewable Biomass Markets Around the World.

The Model 4680XP provides fuel to many biomass facilities around the world. Its large capacity and horsepower capability is favored in high-production operations that deal with large amounts of material. The cuttermill is designed to break down and properly size material for use in a variety of biomass applications, such as wood pellet production or screened products for wood-fired boilers. It processes woody material from recycling yards, wood yards, sawmills and logging operations. It is the go-to machine for processing agricultural residues, including hay, straw, cane and a wide variety of grasses. It is also one of the few machines that can effectively size stringy materials like vines, eucalyptus, and coastal vegetation.



011 Standard Chip



Rin Sawdust

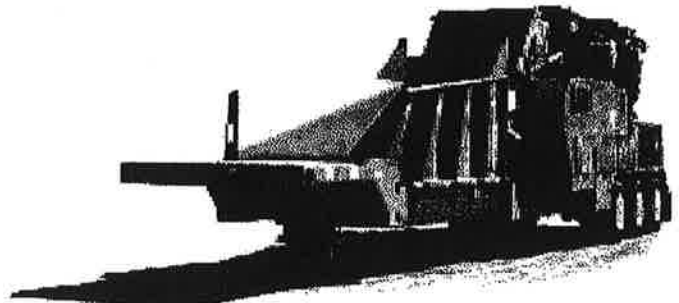


441116

THE BEAST® MODEL 4680XP

THE ULTIMATE HORIZONTAL GRINDER

Ultimate projects call for ultimate solutions, and the Model 4680XP is ultimate in every sense of the word. Its massive 45-inch grinding capacity and engine options up to 1200 horsepower attacks material, converting the largest piles of brush, whole trees and construction waste to a valuable end-product in record time. Using an oversized version of The Beast's patented cuttermill, the Model 4680XP combines the highest levels of production and performance with exceptional efficiency. From lumber mills to municipalities all around the world, the Model 4680XP is the no-compromise recycler professionals turn to when they need the best of the best.



Bandit
INDUSTRIES, INC.

6750 Millbrook Rd. • Remus, MI 49340 • 1-800-952-0178

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CERTIFICATE OF FILING FOR
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EDS Number: 96500
Certificate Printed on: 10/19/2016

Date of This Filing:10/19/2016 12:59 PM
Original Filing Date:10/19/2016 12:59 PM

Disclosing Party: Smoracy, LLC
Filed by: Mr. Jason Morey

Title:Sales Manager

Matter: Model 4680 horizontal grinder
purchase
Applicant: Smoracy, LLC
Specification #: 310057
Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

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