



**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.

<b>Department</b> Streets and Sanitation	<b>Originator Name</b> Malcolm Whiteside	<b>Telephone</b> 312 746-5224	<b>Date</b> 10/7/2018	<b>Signature of Application Author</b> 
<b>Contract Liaison</b> Michele Gamble	<b>Email Contract Liaison</b> michele.gamble@cityofchicago.org	<b>Telephone</b> 312 742 2595		

<b>List Name of NCRB Attendees/Department</b> Malcolm Whiteside Charles Wagner James Sheahan Michele Gamble
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**Request NCRB review be conducted for the product(s) and/or service(s) described herein.**

**Company:** Bandit Industries,

<b>Contact Person:</b> Ed Dodak	<b>Phone:</b> 989 444 8569	<b>Email:</b> edodak@banditindustries.com
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**Project Description:** Purchase of Horizontal Feed Grinder including parts and services for non-warranted items

**This is a request for:**

**New Contract**

**Contract Type**

**Blanket Agreement** Term: 36 (# of mo)

**Standard Agreement**

**Amendment / Modification**

**Type of Modification**

**Time Extension**       **Vendor Limit Increase**       **Scope Change**

Contract Number: \_\_\_\_\_

Specification Number: \_\_\_\_\_

Modification Number: \_\_\_\_\_

<b>Department Request Approval</b>  DEPARTMENT HEAD OR DESIGNEE <u>John Tully</u> PRINT NAME	<u>10.7.19</u> DATE	<b>Recommended Approval</b>  BOARD CHAIRPERSON <u>Steven M. Loboda</u> PRINT NAME	<u>JAN 10 2020</u> DATE
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**(FOR NCRB USE ONLY)**

Recommend Approval/Date: \_\_\_\_\_

Return to Department/Date: \_\_\_\_\_

Rejected/Date: \_\_\_\_\_

**Approved**       **Rejected**

CHIEF PROCUREMENT OFFICER

JAN 10 2020  
DATE



**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**

**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.
- A sole source procurement was awarded under Specification No. 310057, PO No. 55610 effective 13 July 2017

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?

\$931,459.00

2. What is the estimated cost by fiscal year?

\$575,909.00 One-time equipment purchase

\$118,850.00 Parts, Services and Transportation

3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted



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JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

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

**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 90 calendar 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.

**EXCLUSIVE OR UNIQUE CAPABILITY**

1. The Vendor's machine cuts material vs competition beating the material.

2. The cutting action benefits are the following:

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

3. Large 60" Cutter Mill. Bandit has the largest cuttermill on the market in the 60" diameter. It has the ability to intake 20", 30", 40" plus wood chunks and logs and make a 3" minus product in one pass. This reduces the expense and reduces labor time.

4. This machine has the ability to remove metals including a slat aggressive infeed chain to pull in material and build heavy duty to handle large material.

5. This machine reduces the amount of needed cleanup for fallen debris by featuring augers in front of the cuttermill to catch materials.

6. The Maintenance is minimal; in most instances the equipment will be down for less than 1 hour. The breakaway cutter body offers a breakaway to prevent foreign objects from damaging the mill. This machine has the ability to



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discharge foreign objects without shutting down the machine.

7. The machine can produce up to 800 yards of grind per hour. The Department will provide grinds per the IGA to Metropolitan Water Reclamation District with less labor and minimum trips.

8. The Strongest feed system on the market. The slat infeed chain, large crushing feed wheel and down turning patient 60" cuttermill material feeds with gravity and is smooth, removing the need to feed material against gravity.

9. The quiet grinder will reduce citizen noise complaints and may reduce potential hearing concerns.

10. The Controller allows the machine to go through factory troubleshooting automatically via a console. This will allow for parts and services to be ordered/delivered in less time.

OTHER

Replacement parts and Services will be procured from the authorized dealer Tri-angle Fabrication (MBE)....

The Vendor will use the Tri-Angle Fabrications a certified MBE (17%). 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.



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

## INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

### PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
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.
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

### 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?
2. What is the estimated cost by fiscal year?
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.)
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.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

### SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
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.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

### EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and **Temporary Consulting Services Form**.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

### MBE/WBE COMPLIANCE PLAN

- \* All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

### OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".

### REVIEW AND APPROVAL

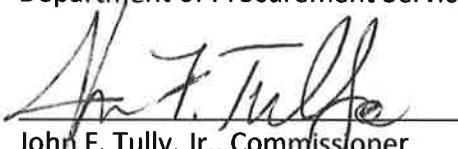
**This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.**



DEPARTMENT OF STREETS AND SANITATION  
CITY OF CHICAGO

Date: October 22, 2019

To: Shannon E. Andrews, Chief Procurement Officer  
Department of Procurement Services

From:   
John F. Tully, Jr., Commissioner  
Department of Streets and Sanitation

Re: **Request to Appear Before the Non Competitive Review Board (NCRB)**  
Bandit Industries

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The Department of Streets and Sanitation (DSS) requests your authorization to appear before the November 2019 Non Competitive Review Board to procure services with Bandit Industries for the Purchase of a Horizontal feed log grinder, Model No 4680.

2012 multiple competitive solicitations did not result in a successful award. July 2017 The Department received approval from the Non Competitive Review Board to procure a horizontal feed log grinder with Smoracy Industries.

Bandit Industries was created as a result of the dissolution of Smoracy.

An approval to proceed would be in the best interest of the City of Chicago. This approval will allow the Department to ability to maintain the welfare and safety of citizens and prevent excessive downtime as a result of over use.

The Bureau must have sufficient equipment to remove and properly dispose of trees and remaining debris. Stockpiling could potentially cause fires, provide breeding places for rodents and provide cover for illegal activity.

Budget has provided additional funding for the procurement of an additional item in effort to maintain the life expectancy of the one on hand and to promote efficient operational support. The procurement of additional equipment is necessary to maintain/increase production and allow the Bureau to meet and/or exceed the commitment to provide grindings to the Metropolitan Water Reclamation District.

The Department consistently exceeds the recommended daily usage, resulting in downtime. Excessive downtimes also prevent DSS from meeting the obligation to provide tree grindings to the Metropolitan Water Reclamation District per the signed Inter-governmental agreement.

The Department concurs that there are no additional opportunities for MBE/WBE participation and that a waiver should be granted. The equipment will be delivered directly from the Manufacturer and repaired by the authorized representative Tri-Angle Fabrication (MBE).

The initial equipment will be traded in for a credit of \$200,000.00 towards the purchase of the new equipment. It remains a cost saving to purchase the equipment versus renting.

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.

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.

# 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:**  
13 Dec 2019

**Department Name:**  
**Streets and Sanitation**

**Requisition No:** 311049      **Specification No:** 119293

**PO No:** 43554      **Modification No:**

**Contract Liaison:**  
**Michele Gamble**

**Telephone:**  
312 742 2595

**Email:**  
michele.gamble@cityofchicago.org

**Project / Program Manager:**  
**Malcolm Whiteside**

**Telephone:**  
3127465224

**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.

**\*Contract Liaison Signature**  
*Michele Gamble*

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

**Project Title:**  
**Purchase of Horizontal Feed log grinder including parts and services**

**Project Description:**

**Funding:**

Corporate       Bond       Enterprise       Grant       Other:

IDOT/Transit       IDOT/Highway       FHWA       FTA       FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
	019/020	0100	081	2060	0360				150000/50000
	019	0480	081	2060	8452				550000
	019	0100	081	2060	0440				50000

**Check One:**

**New Contract Request**

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

**\*Project / Program Manager Signature**  
*Malcolm Whiteside*

**\*Commissioner/Authorized Designee Signature**  
*John J. Kelly Jr / mg*

**Purchase Order Information:**

**Contract Term (No. of Months):** 36

**Extension Options (Rate of Recurrence):** 0

**Estimated Spend/Value:** \$ 937,459.00

**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

**Modification/Amendment Type:**

Time Extension       Scope Change/Price Increase /Additional Line Item(s)

Vendor Limit Increase       Requisition Encumbrance Adjustment

Other (specify):

**Risk Management / EDS**

**Insurance Requirements (included)**       Yes       No

**EDS Certification of Filing (included)**       Yes       No

**Vendor Info:**

**Name:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Phone:** \_\_\_\_\_





## ***Bandit Industries, Inc.***

6750 MILLBROOK ROAD · REMUS, MI 49340 · PHONE (800)952-0178 or (989)561-2270 · FAX: (989)561-2273

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Date: September 30, 2019  
To: City of Chicago Bureau of Forestry  
From: Bandit Industries, Inc.

### To Whom It May Concern:

Bandit Industries, Inc. can provide delivery in 90 days for the horizontal grinder requirement for the City of Chicago.

No subcontracting opportunities are applicable for the purchase of the horizontal grinder as Bandit will manufacture 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 Tri-Angle 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 17%, however due to the above conditions; Bandit is requesting a waiver with regards to the WBE compliance requirement.

The 2019 Bandit 4680 has a larger price than the 2016 Bandit 4680. This increase is mainly due to the Mandatory Federal Regulations for the Tier 4 FINAL Engine (emissions) enforced by the EPA. The Tier 4 Final engines cost a lot more than the Tier 2 engines that you purchased on your 2016 unit.

Bandit Industries has a unique patented cuttermill on the Bandit 4680 machine. The cuttermill provides smooth cutting and splitting of the material as its fed into the grinder. Using a spiral pattern with a series of teeth, cutterbodies and rakers, the cuttermill processes large wood material 3" minus at a high production rate in a single pass using cutting / splitting action versus other recyclers that attempt to bash material through hammering and grinding. It takes them multipliable passes to reach a 3" minus product. The Bandit downturn cuttermill works with the flow of material and gravity thus a Bandit 4680 uses less fuel and energy to process big wood into small 3" minus products. Our competition use hammermills that work against gravity and flow and causes the machine to work harder which equals more fuel consumption and needs more energy and creates violent vibration and noise to process the large wood and they still can't get to a 3" minus product in one pass, they need to process the material a second time. Which creates more wear on the machine, higher operating cost and much more labor time for the end user.

Bandit has been provided a copy of the City of Chicago's general terms and conditions. Bandit Industries, Inc. is in agreement/concurrence with the City of Chicago, General terms and Conditions

The warranty and service information is as follows:

Bandit Warranty	1 Year
CAT Platinum Engine Warranty (Provided by CAT and applies ONLY to the engine)	5 Year/5,000 Hour (Covers, Pars, Labor & Travel)

Description	Quantity	UOM	Unit Cost / % Mark Up	Final Price
HORIZONTAL FEED GRINDER	1	EACH	\$574,909.00	\$574,909.00
VEHICLE REPAIRS – Labor to perform preventative maintenance at city facility	6	EACH	\$10,000.00	\$60,000.00
VEHICLE REPAIRS – Labor to perform mechanical and electrical repair service in city facility, regular business hours	500	HOURLY (\$175)	\$175.00	\$87,500.00
VEHICLE REPAIRS – Labor to perform mechanical and electrical repair services in contractor's shop – regular business hours	286	HOURLY (\$175)	\$175.00	\$50,050.00
PARTS AND ACCESSORIES (Belts, Teeth, Mill Hardware, Bearings, Etc....)	\$100,000.00	0.1MU	\$1100,00.00	\$110,000.00
PARTS, MECHANICAL & ELECTRICAL	\$44,545.45	0.1MU	\$49,000.00	\$49,000.00
<b>TOTAL</b>				<b>\$931,459.00</b>

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

Sincerely,



Craig Davis  
Sales Manager  
Bandit Industries, Inc.



6750 Millbrook Road • Remus, MI 49340

**Smoracy, LLC**  
6750 Millbrook Rd.  
Remus, MI 49340  
USA

989-561-2270 (Phone)

989-561-2273 (Fax)

[www.banditchippers.com](http://www.banditchippers.com)

### QUOTATION

Quote #	Quote Created	Last Updated	Salesperson
<b>99650</b>	September 30, 2019 10:47 AM by Bandit Industries, Inc.	October 24, 2019 11:17 AM by Ed Dodak	Ed Dodak

CUSTOMER:	BILL TO:	SHIP TO:
City of Chicago Bureau of Forestry 2352 S Ashland Ave Chicago, IL 60608 USA 312-747-2179 (Phone) Greg Wagner (Contact)	City of Chicago Bureau of Forestry 2352 S Ashland Ave Chicago, IL 60608 USA 312-747-2179 (Phone) Greg Wagner (Contact)	City of Chicago Bureau of Forestry 210 W. 69th St., Chicago, IL 60621 USA 312-747-2179 (Phone) Greg Wagner (Contact)

### MODEL 4680XP BEAST RECYCLER

Qty	Part #	Description	Base Price
1	MODEL-4680	Model 4680XP - Beast Recycler	<b>\$ 471390.00</b>

### STANDARD EQUIPMENT

Qty	Part #	Description	Price
1	STANDARD	Horizontal feed with a 59 1/2" diameter x 63" wide cutter mill (mill is equipped with 48 cutterbodies and teeth to be selected) - 45" high x 60" wide mill opening	<b>\$ 0.00</b>
1	STANDARD	Full width adjustable anvil constructed with structural steel	<b>\$ 0.00</b>
1	STANDARD	500 gallon fuel tank with magnetic drain plug and aluminum fluid sight gauge	<b>\$ 0.00</b>
1	STANDARD	200 gallon hydraulic tank with magnetic drain plug and aluminum fluid sight gauge	<b>\$ 0.00</b>
1	STANDARD	Debris augers to capture and feed the debris falling from the feed end of the infeed conveyor into the cutter mill	<b>\$ 0.00</b>
1	STANDARD	3-speed - 16' 5" long x 60" wide double slat design track-type steel infeed conveyor, driven by (1) 19 CID hydraulic motor with gear box / chain drive combination (10 - 43 FPM)	<b>\$ 0.00</b>
1	STANDARD	36" diameter x 60" wide top feed wheel. Driven by (1) 12.2 cubic inch hydraulic motor with gearbox. Also features 1 3/4" feed wheel teeth located around and on sides of feed wheel.	<b>\$ 0.00</b>
1	STANDARD	Bandit control panel (Includes reversing auto feed system, in addition to displaying engine / machine parameters, engine hours and fuel gauge)	<b>\$ 0.00</b>
1	STANDARD	Radio remote control with tether remote back-up and 50' of cord (Controls yoke up, infeed forward / reverse, infeed / discharge speeds, gate open / close, engine throttle, fan purge and engine e-stop).	<b>\$ 0.00</b>
1	STANDARD	Dual front hydraulic stabilizers	<b>\$ 0.00</b>
1	STANDARD	Banded Kevlar drive belts with belt shield	<b>\$ 0.00</b>
1	STANDARD	4 Engine shut down switches located on all four corners of machine	<b>\$ 0.00</b>
1	STANDARD	Fire extinguisher with mount	<b>\$ 0.00</b>
1	STANDARD	Lockable control cabinets with engine control panel	<b>\$ 0.00</b>
1	STANDARD	(2) heat actuated fire suppression bombs, (1) to be mounted inside each control cabinet	<b>\$ 0.00</b>
1	STANDARD	Dust suppression system includes misting nozzles located over cutter mill, feed wheel and discharge	<b>\$ 0.00</b>
1	STANDARD	24 volt system with rubber mounted LED taillights, 7 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors. Also includes (2) 1400 CCA batteries	<b>\$ 0.00</b>

1	STANDARD	Safety DVD, (2) 6" wide x 9" tall Bandit operator's manuals (one paper copy and one waterproof copy) and (1) engine operator's manual		\$ 0.00
1	STANDARD	High capacity fold away radiator debris screen		\$ 0.00
1	STANDARD	Flexaire Auto Reverse cooling fan (Prevents engine overheating, improves machine efficiency and reduces fuel consumption)		\$ 0.00

PAINT				
Qty	Part #	Description	Unit Price	Total
1	333-32273	Standard Imron Industrial Urethane Bandit Yellow Specified: Black	\$ 0.00	\$ 0.00

ENGINE				
Qty	Part #	Description	Unit Price	Total
1	990-RC1182-763	Caterpillar C27 1,050-HP without clutch - Tier 4 FINAL (Must select height adjustable discharge on 3680 track) - Includes 2 position reversing fan and 2 year / 2,000 hour engine warranty)	\$ 297785.00	\$ 297785.00

CLUTCH				
Qty	Part #	Description	Unit Price	Total
1	983-100149	HPTO15 PT Tech fluid clutch (766 to 1,200 hp)	\$ 31125.00	\$ 31125.00

AXLE				
Qty	Part #	Description	Unit Price	Total
1	990-1017-41	(4) 25,000 pound air brake axles	\$ 0.00	\$ 0.00

TIRES/RIMS				
Qty	Part #	Description	Unit Price	Total
1	990-1017-42	(16) 11R x 22.5, 16 ply tires mounted on 10-bolt steel dual rims	\$ 0.00	\$ 0.00

HITCH				
Qty	Part #	Description	Unit Price	Total
1	990-1013-65	Fifth wheel pintle hook up with safety chains and slip hooks	\$ 0.00	\$ 0.00

BEAST CUTTERBODY				
Qty	Part #	Description	Unit Price	Total
48	983-3027-68	Replaceable raker style cutterbody to be installed on machine - (48 tooth mill only)	\$ 120.00	\$ 5760.00

BEAST TEETH/KNIFE				
Qty	Part #	Description	Unit Price	Total
24	900-9904-62	1" splitter fan tooth to be installed on machine	\$ 23.00	\$ 552.00
24	900-9910-92	1" short shingle fan tooth to be installed on machine	\$ 25.00	\$ 600.00
48	900-4918-11	Raker insert bolt to be installed (All 90 degree rakers)	\$ 2.00	\$ 96.00

SCREENS				
Qty	Part #	Description	Unit Price	Total
2	983-200149	3/4" thick, 7" modified diamond screen to be installed on machine (2 required)	\$ 1865.00	\$ 3730.00

GATES				
Qty	Part #	Description	Unit Price	Total
1	983-200161	3/4" thick, 4" modified diamond gate to be installed on machine	\$ 1395.00	\$ 1395.00

ADD-ON OPTIONS				
Feed System				
Qty	Part #	Description	Unit Price	Total
1	OPTION-977-1006 60	Proportional Hydraulic feed System in lieu of standard (must select fluid clutch) - 3680 Towable	\$ 14000.00	\$ 14000.00

Air Compressor				
Qty	Part #	Description	Unit Price	Total
1	OPTION-977-5000-09	Speedaire / Campbell Hausfeld air compressor with 13 horsepower Honda gas engine, along with hose reel and 50' hose. Also includes one M7 impact wrench with applicable sockets for changing teeth and cutterbodies	\$ 7350.00	\$ 7350.00

Automatic Greaser System				
Qty	Part #	Description	Unit Price	Total
1	OPTION-983-1002-47	38 point automatic greaser system with timer (Points greased include auger bearings, discharge bearings, discharge shaker roller bearings, and yoke pivot pins)	\$ 7350.00	\$ 7350.00

Discharge Conveyor				
Qty	Part #	Description	Unit Price	Total
1	990-1013-13	10' long x 56" wide primary discharge conveyor and a 25' 6" long x 56" wide secondary discharge conveyor. Secondary discharge will be HEIGHT ADJUSTABLE and is a two speed set-up (280 FPM low, and 480 FPM high). Also includes a magnetic head pulley located at the end of the discharge. (Discharge has an approximate stacking height of 18')	\$ 10500.00	\$ 10500.00

Extended Warranties				
Qty	Part #	Description	Unit Price	Total
1	900-6997-33	5 year / 5,000 hour Platinum Warranty (C27 Cat Engines)	\$ 24855.00	\$ 24855.00

### DIRECT SALE TOTALS

Total Unit Price:	\$ 876488.00
Additional Discount:	- \$ 105579.00
Trade-In To Bandit (Bandit 4680):	- \$ 200000.00
Freight/Shipping Charges:	\$ 4000.00
<b>Total Direct Sale Price:</b>	<b>\$ 574909.00</b>

### COMMENTS

**Billing Note**

By Ed Dodak on 09/30/2019 10:45 AM

Bandit New Build

**Billing Note**

By Ed Dodak on 09/30/2019 10:46 AM

Bandit one year warranty

### SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X

Signature

Date



CERTIFICATE OF FILING FOR  
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 146741

Certificate Printed on: 12/10/2019

Date of This Filing:11/19/2019 01:27 PM

Original Filing Date:11/19/2019 01:27 PM

Disclosing Party: Bandit Industries, Inc.

Title:Sales

Filed by: Mr. Jason Morey

Matter: Diesel Powered Disc-Style Brush and  
Log Chipper

Applicant: Bandit Industries, Inc.

Specification #: 895956

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.

A copy of the EDS may be viewed and printed by visiting <http://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



BANDIND-01

JSTEPHENS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2019

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> General Agency Company 525 E. Broadway Mount Pleasant, MI 48858	<b>CONTACT NAME:</b> Julie Stephens	
	<b>PHONE (A/C, No, Ext):</b> (989) 817-4245	<b>FAX (A/C, No):</b> (989) 772-1855
<b>E-MAIL ADDRESS:</b> jstephens@ga-ins.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Charter Oak Fire Insurance		25615
<b>INSURER B:</b> Travelers Property Cas Co		
<b>INSURER C:</b> Accident Fund National Insurance Co		12305
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**

Bandit Industries Inc  
 8750 Milbrook Road  
 Remus, MI 48340

**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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER Products Excluded	X		6308F517343-18	5/11/2019	5/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		8104268L798-19	5/11/2019	5/11/2020	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 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 DED <input checked="" type="checkbox"/> RETENTION \$ 0			EX8K391759-18	5/11/2019	5/11/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> 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	N/A	WCV6186058	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)  
 The City of Chicago is named as an additional insured for general liability and automobile liability per contract with the named insured. Coverage is primary and non-contributory.

### CERTIFICATE HOLDER

City of Chicago, Procurement Dept  
 121 N LaSalle Ste 806  
 Chicago, IL 60602

### CANCELLATION

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 Stephens*

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.

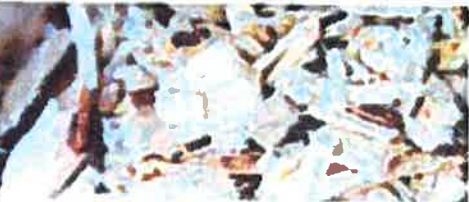


### Available as Stationary Units with High-Power WEG Electric Motors.

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.



3/4" Standard Chip



Bio Sawdust



Mulch





# 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

FIND US ONLINE



WWW.BANDITCHIPPERS.COM

\*Grinding time, production and output are subject to change without notice and will vary based on the operating conditions and material. © 2015 Bandit Industries, Inc. All Rights Reserved.

**CALL YOUR LOCAL BANDIT SALES REPRESENTATIVE TO SCHEDULE A DEMONSTRATION TODAY!**

**BANDIT INDUSTRIES, INC. LIMITED WARRANTY**  
**(989) 561-2270**

**NOTICE** This warranty applies only to new and unused equipment or parts thereof manufactured by Bandit Industries Inc. and is void if the machine is operated with replacement parts or equipment not manufactured or recommended by Bandit Industries Inc.

All other components are warranted by their respective manufacturers (i.e. engines, axles, hydraulic pumps and motors, clutches, tires, batteries, etc.) Even though certain warranties are not handled through Bandit Industries, the warranty procedure for those components should be facilitated through Bandit Industries or your nearest dealer.

Any machine used for lease or rental purposes warranty is limited to 90 days or 500 hours from the first day of initial service.

In order to process any warranty claims, it is the owner's responsibility to fill out a warranty consideration form and send it in with pictures and detailed information within 10 business days of the failure to the Manufacturer or our authorized dealer. If an RMA is given to return the failed parts, they must be returned within 10 business days to the respective vendor or Bandit Industries depending on the instructions given. The new parts must be installed and work be complete within 10 business from receiving the parts to receive credit.

It is necessary to include the following information on any and all requests for warranty:

1. Warranty Consideration Form, obtained from Bandit Industries or its dealers, completely and accurately filled out.
2. Dealer from whom purchased.
3. Date of delivery.
4. Serial number of unit.
5. Model number of unit.
6. Engine make and serial number.
7. Length of time in use (hours on machine).
8. Date of Failure.
9. Nature of Failure.

Bandit Industries Inc., reserves the right to alter, improve, revise or modify any parts or products. They also may change design, specifications, or part prices without advance notice.

Bandit Industries Inc., is **NOT** responsible for updating or upgrading completed machines with design changes that are made after its production.

Bandit Industries Inc., may require the Customer/Owner to bring their machine to the Dealer/Manufacturer for warranty repairs. The Manufacturer **DOES NOT** pay Dealers or Customers for travel time or travel costs. The Manufacturer does not furnish loaner machines or reimburse for rental machines.

**NOTICE** Clutch and engine maintenance (air filter maintenance, oil changes, oil filter maintenance, etc.) are important to your machine. Refer to the clutch or engine manual for the maintenance schedule. Failure to perform the clutch or engine maintenance will void the warranty with the respective manufacturer. Bandit Industries Inc. does not warranty these components.

**EXAMPLES OF COMPONENTS WARRANTIED BY THE COMPONENT MANUFACTURER.**

- |                        |           |
|------------------------|-----------|
| -Engines               | -Belts    |
| -Clutches              | -Bearings |
| -Hydraulic Components  | -Axles    |
| -Electronic Components | -Tires    |
| -Batteries             | -Tracks   |

**BANDIT INDUSTRIES INC. LIMITED WARRANTY  
(989) 561-2270**

Bandit Industries Inc., also referred to as "Manufacturer" warrants this new product to be free of defects in workmanship and material for a period of 6 months or 1000 operating hours, which ever comes first. Any machine used for lease or rental purposes warranty is limited to 90 days or 500 hours from the first day of initial service.

This warranty takes effect upon delivery to the original retail purchaser and return of the Warranty Validation Form to Bandit Industries. The warranty is **NULL AND VOID** if the Warranty Validation Form is not returned within 10 business days. The manufacturer at its option will replace or repair at a point designated by the manufacturer, any parts which appear to have been defective in material or workmanship. The manufacturer is not responsible for labor, consequential damages, traveling expenses, down time expenses, or shipping and freight charges.

This warranty and any possible liability of Bandit Industries Inc., is expressly in lieu of any other warranties, expressed or implied, including but not limited to, any implied warranty or merchantability of fitness for a particular purpose and of any noncontractual liabilities including product liabilities based upon negligence or strict liability. Bandit Industries Inc., will not be liable for consequential damages resulting from breach of warranty.

All parties involved agree that the Owner's Sole and Exclusive Remedy against the Manufacturer, whether in contract or arising out of this warranty, instructions, representations, or defects shall only be for the replacement or repair of defective parts as provided herein. In no event or circumstances shall the Manufacturer's liability exceed the purchase price of the machine. The buyer also agrees that no other remedy (including but not limited to consequential or incidental loss) shall be available to him or her.

**It is absolutely necessary to return the Warranty Validation Form, completely and accurately filled out to Bandit Industries Inc. or e-mailed to [warrantyval@banditchippers.com](mailto:warrantyval@banditchippers.com), within ten (10) business days from the date of purchase to validate this warranty. All warranty consideration is NULL AND VOID if the Warranty Validation Form has not been submitted.**

This warranty will not apply if the Bandit product is not operated with replacement parts or equipment not manufactured or recommended by Bandit Industries, Inc.

This warranty will not apply if the Bandit product is not operated in a manner recommended by the manufacturer. The following examples would void the warranty:

1. The completed Warranty Validation Form has not been submitted.
2. The Bandit product has been abused, or not serviced properly.
3. Repairs or attempted repairs made without prior written authorization.
4. Repairs made due to normal wear are not warrantable.
5. The machine was involved in, or damaged by an accident.
6. The machine was damaged from any type of foreign material.

The owner is responsible for all scheduled maintenance as explained in the Operators Manuals. Negligence of proper maintenance or any other negligence, accident or fire; nor with failure to adjust, tighten, or replace wear items included but not limited to items such as knives, anvil, teeth, belts, lubrication fluids, bearings, filters, hydraulic components, loose nuts or bolts, etc. may void warranty.

All components and parts being returned for warranty consideration must be complete and assembled when delivered. Warranty will not be considered if the failed component has been disassembled at any point in time. Hydraulic components and parts must be returned assembled with all fluid ports capped or plugged and free of foreign contamination, or warranty will not be considered.

# BANDIT INDUSTRIES, INC.

## EXPLANATION OF LIMITED WARRANTY

The warranty validation form must be completed and submitted to Bandit Industries within 10 business days of the purchase of your Bandit machine. **Any and all warranty is NULL AND VOID if the Warranty Validation Form is not returned within 10 business days of the original purchase of the machine.** If the original owner elects to sell the machine within the warranty period, the remaining warranty transfers to the new owner. Do not submit a new Warranty Validation Form upon the sale of the machine within the warranty period. Please contact Bandit Industries to report the sale.

The quickest and easiest way to solve most problems is to use this manual to identify and resolve the issue. If you are unable to do this or need additional assistance, please contact the authorized dealer and/or Bandit Industries directly.

To initiate a warranty claim, complete and submit a Warranty Consideration Form. This form is available online at [www.banditchippers.com](http://www.banditchippers.com), through the authorized dealer or through Bandit Industries, Inc. While some warranty claims will be covered by the vendor, all claims should be initiated through and facilitated by Bandit Industries or the authorized dealer.

Regardless of warranty consideration, all parts will be invoiced at the time of shipment. Warranty credits may be issued only if the claim forms are completed and all defective parts requested to be returned have been returned to the requested location.

The manufacturer may elect, at its discretion, to reimburse reasonable labor costs to the customer or dealer for defect repairs. No reimbursement will be considered without prior approval from the manufacturer. The hours allowed for repair will be determined by Bandit Industries. Diagnostic labor and travel expenses will not be covered under warranty.

The manufacturer will not reimburse the customer or dealer labor costs incurred for installing "bolt-on" or "slip-on" items, such as hydraulic pumps and motors, control valves, flow dividers, belts, sheaves, etc. The manufacturer will provide replacement parts to the customer for defective parts during the warranty period. Please keep the defective parts as you may need to return them for warranty consideration. A Bandit representative will issue a RMA (Return Merchandise Authorization) and contact the customer if the defective parts need to be returned.

The manufacturer will not reimburse the customer or dealer for shipping or freight charges for replacement parts or returned defective parts during the warranty period without prior approval. It is the customer's responsibility to install any replacement parts unless the authorized dealer agrees to install them.

The manufacturer will not reimburse travel costs to the servicing dealer without prior approval from the manufacturer. It is the customer's responsibility to deliver the machine to dealer's service facility unless the authorized dealer agrees to assist with machine transportation.

**All warranty consideration is NULL AND VOID if the Warranty Validation Form has not been submitted.** The Warranty Validation Form can be mailed in or e-mailed to [warrantyval@banditchippers.com](mailto:warrantyval@banditchippers.com).

### NOTICE





Prior to delivery to final owner and during storage, this machine must be serviced and lubricated to avoid damage that will not be covered under warranty, see "Lubrication & Coolant" page.

Any damage or equipment failure due to incorrect or incomplete service or maintenance by the equipment owner will not be covered under warranty.

All controls, safety devices, guards, and shields must be correctly operational and securely in place at all times during equipment operation.

## INTRODUCTION

The purpose of this manual is to provide the user with specifications and procedures for the operation, maintenance and repair of this BANDIT product. As with any piece of equipment, safety should always be a constant thought while the machine is being operated, serviced or stored. In order to highlight this consideration, the material which addresses safety is preceded by the following signal words:

Signal Word	Likelihood of Occurrence	Degree of Potential Injury or Damage
 <b>DANGER</b>	Will occur if warning is ignored	Severe
 <b>WARNING</b>	Can occur if warning is ignored	Severe
 <b>CAUTION</b>	Will or can occur if warning is ignored	Minor to Severe
 <b>NOTICE</b>	Important, but not hazard related	Minor

The equipment is designed and manufactured in accordance with the latest product industry standards. This alone does not prevent injury. It is the operator's responsibility to use good judgement and follow the warnings and instructions as indicated in this manual, on the machine and follow all safety standards per ANSI and OSHA instructions.

### **WARNING**

Improper use of the product can result in severe personal injury. Personnel using the equipment must be qualified, trained and familiar with the operating procedures as defined in this manual, prior to operating the product.

### **WARNING**

It is the responsibility of the owner or employer to ensure that the operator is trained and practices safe operation while using and servicing the machine. It is also the owner's responsibility to provide and follow a regularly scheduled preventative maintenance and repair program on the product, using only factory approved replacement parts. Any unapproved repairs or modifications may not only damage the machine and its performance, but could result in severe personal injury. Unapproved repairs or modifications will void warranty and eliminate manufacturer of any liability claims. Consult the equipment manufacturer with any questions.

Each machine is shipped with a manual, a customer's check sheet on the product, and any available parts & service manuals on component parts not produced by this manufacturer. Additional copies of these manuals and check sheets can be purchased from the manufacturer, or through the dealer. Engine parts, service and maintenance manuals **MUST** be purchased through the engine manufacturer or their dealer.

### **NOTICE**

The producer of this Bandit product reserves the right to make any modifications or revisions to the design or specifications of its machine without advance notice. The producer also reserves the right to change machine and part prices as needed without advance notice.



### SCHEDULE C-1

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

FOR NON-CONSTRUCTION PROJECTS ONLY

Project Name: Purchase, Parts & Services for Horizontal Feed Grinders Specification No.: \_\_\_\_\_  
 From: Tri-Angle Fabrications (Name of MBE/WBE Firm)  
 To: Bandit Industries (Name of Prime Contractor) and the City of Chicago.

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.

Provide municipal equipment  
commercial and industrial machinery repair and maintenance service

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.

17 % 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] (Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) \_\_\_\_\_ (Date)  
Jose A. Gonzalez (Name, Inc. Please Print) President  
Joe Gonzalez (E) TRI-ANGLE FAB. COM (Email & Phone Number)

811310



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

**MAR 23 2018**

Jose Gonzalez  
Tri-Angle Fabrication & Body Co., Inc.  
100 N. LaSalle St., Suite 1515  
Chicago, IL 60602

Dear Jose Gonzalez:

We are pleased to inform you that Tri-Angle Fabrication & Body Co., Inc. has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **03/15/2023**; 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 **03/15/2019, 03/15/2020, 03/15/2021, and 03/15/2022**. 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 **03/15/2023**. 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 **01/15/2023**.

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.

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



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;
- 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](http://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 Codes:**

- 332312 - Fabricated structural metal manufacturing**
- 332313 - Plate work (e.g., bending, cutting, punching, shaping, welding), fabricated metal, manufacturing**
- 332710 - Machine shops**
- 336211 - Motor Vehicle Body Manufacturing**
- 423110 - Automobile merchant wholesalers**
- 423820 - Farm machinery and equipment merchant wholesalers**
- 423840 - Industrial supplies (except disposable plastics, paper) 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 MBE goals in your area(s) of 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, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Rich Butler  
First Deputy Procurement Officer

RB/sl





FOR  
NON-CONSTRUCTION  
PROJECTS ONLY

**SCHEDULE C-1**  
MBE/WBE Letter of Intent to Perform as a  
Subcontractor, Supplier, or Consultant

Project Name: Purchase, Parts & Services for Horizontal Feed Grinders Specification No.: \_\_\_\_\_  
From: Tri-Angle Fabrications  
(Name of MBE/WBE Firm)  
To: Bandit Industries 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:

Provide municipal equipment  
commercial and industrial machinery repair and  
maintenance service

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.

17 % 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] (Date) \_\_\_\_\_  
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE)  
Jose A. Gonzalez President  
(Name/Title-Please Print)  
Joe Gonzalez (212) 411-1111  
(Email & Phone Number)

811310

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

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

Craig Davis  
(Name - Please Print or Type)

989-561-2270  
(Phone)

One or more owners or principals of the Prime Contractor ( ) does / ( ) does not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none". Add additional sheets if necessary.

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.

Bandit Industries Inc

(Name of Prime Contractor - Print or Type)

State of:

Michigan

Craig Davis

(Signature)

County of:

Isabella

Craig Davis

(Name/Title of Affiant - Print or Type)

October 8, 2019

(Date)

On this 8<sup>th</sup> day of Oct, 2019, the above signed officer

Craig Davis  
(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 herunto set my hand and seal.

William Zehnder  
(Notary Public Signature)

WILLIAM ZEHNDER  
State of Michigan  
Isabella

County of

WILLIAM ZEHNDER, Notary Public  
State of Michigan, County of Isabella  
My Commission Expires 8/2025  
Acting in the County of Isabella

SEAL:

Commission Expires: 8/2025

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 (%)
Tri-Angle Fabrication	\$ 158,348.03	17%
<b>Total Direct MBE Participation</b>		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Indirect MBE Participation</b>		

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Direct WBE Participation</b>		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Indirect WBE Participation</b>		

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

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 is required to demonstrate Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of MBE/WBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

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**  
 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.: 310057

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of Bandit Industries Inc  
 (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 \$ 158,348.03  
 Percentage of Participation % 17%

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed:<sup>1</sup> \_\_\_%

Total Participation % \_\_\_\_\_

2. Name of MBE/WBE: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_

<sup>1</sup> The Prime Contractor may claim an additional 0.5 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 C-1

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

FOR NON-CONSTRUCTION PROJECTS ONLY

Project Name: Purchase, Parts & Services for Horizontal Feed Grinders Specification No.: \_\_\_\_\_  
 From: Tri-Angle Fabrications (Name of MBE/WBE Firm)  
 To: Bandit Industries (Name of Prime Contractor) and the City of Chicago.

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:

811310

Provide municipal equipment commercial and industrial machinery repair and maintenance service

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.  
17 % 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] (Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) \_\_\_\_\_ (Date)  
Jose A. Gonzalez (Name/Title-Please Print) PRESIDENT  
Jose Gonzalez (Email & Phone Number) (@TRI-ANGLE-FAB.COM)

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

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

Craig Davis  
(Name, Please Print, Type)

989-561-2270

One or more owners or principals of the Prime Contractor ( ) do(es) not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none". Add additional sheets if necessary.

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.

Bandit Industries Inc

(Name of Prime Contractor - Print or Type)

State of Michigan

Craig Davis

(Signature)

County of Isabella

Craig Davis

(Name/Title of Affiant - Print or Type)

October 8, 2019

(Date)

On this 8<sup>th</sup> day of Oct, 2019, the above signed officer

Craig Davis  
(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 herunto set my hand and seal

William Zehnder

(Notary Public Signature)

WILLIAM ZEHNDER  
Notary Public  
State of Michigan  
County of Isabella

WILLIAM ZEHNDER, Notary Public  
State of Michigan, County of Isabella  
My Commission Expires 8/2025  
Acting in the County of Isabella

SEAL:

Commission Expires: 8/2025

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 (%)
Tri-Angle Fabrication	\$ 158,348.03	17%
<b>Total Direct MBE Participation</b>		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Indirect MBE Participation</b>		

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Direct WBE Participation</b>		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Indirect WBE Participation</b>		

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 is required to demonstrate Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of MBE/WBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

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: \_\_\_\_\_



FOR  
NON-CONSTRUCTION  
PROJECTS ONLY

**SCHEDULE C-1**  
**MBE/WBE Letter of Intent to Perform as a**  
**Subcontractor, Supplier, or Consultant**

Project Name: Purchase, Parts & Services  
for Horizontal Feed Grinders Specification No.: \_\_\_\_\_  
From: Tri-Angle Fabrications  
(Name of MBE/WBE Firm)  
To: Bandit Industries 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:

811310

Provide municipal equipment  
commercial and industrial machinery repair and  
maintenance service  
The above described performance is offered for the following price and described terms of payment:  
\$ 158,318.03 Repairs 16% \$ 149,033.44  
parts 1% \$ 9,314.59

**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.  
17 % 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] \_\_\_\_\_ (Date)  
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE)  
Jose A. Gonzalez President  
(Name/Title-Please Print)  
Joe Gonzalez (e) TRI-ANGLE-FAB.COM  
(Email & Phone Number)



# **Bandit** **INDUSTRIES, INC.**

6750 Millbrook Road • Remus, MI 49340 USA

Phone: (989) 561-2270 • Phone: (800) 952-0178

Fax: (989) 561-2273 • [www.banditchippers.com](http://www.banditchippers.com)

To Whom it may concern,

The waiver request for the WBE goals that was submitted in the packet, dated 10-08-19 by Craig Davis is now completed and invoiced under Bandit Industries. Smoracy is no longer the manufacturing of horizontal grinders they are manufactured by Bandit Industries, Inc

Please contact me if you have any questions.

Thank you,

Kathy Edwards  
Credit & Financing Manager  
Bandit Industries  
989-561-6112

Malcolm Whiteside Jr.  
m w j

## 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 019-0480-081-2060-8452. 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

MA

**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



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• 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

210 W. 69th St.,

Chicago, IL 60621

Attn: David Pertuz,

Phone (312) 745-1266

Delivery of the specified Horizontal Feed Log Grinder must be completed within 90 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.

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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 construction 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)**

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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

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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

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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 48 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 signal 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

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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.

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- 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.

#### **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.**

- A. Rustproofing MUST be applied in accordance with Federal Standard #297E, or most current revision thereof.
- B. 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

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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 be 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 be 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).

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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 pm., 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.

End of Scope  
Malcolm Whiteside Jr.  
ms. w. j.