



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Request for Quotation**

RFQ NUMBER
7010EC03

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Leslie Equipment Company  
 284 Van Kirk Drive  
 Fairmont, WV 26554

DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
 BRUSHY FORK ROAD  
 BUCKHANNON, WV  
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/20/2010	Net 30 Days	Our Truck	Buckhannon, WV	

BID OPENING DATE: 02/24/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		020-04	22,899.00	22,899.00
CONTRACT TO PROVIDE BRUSH CHIPPER, TRAILER MOUNTED  OPEN END CONTRACT  TO PROVIDE BRUSH CHIPPER, TRAILER MOUNTED FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS. PER THE ATTACHED SPECIFICATIONS.  MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON TUESDAY, 02/09 AT 10:00AM, EQUIPMENT DIVISION IN BUCKHANNON, WV 26201. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.  AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.						

RECEIVED

2010 MAR 19 P 12:11

PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Samuel C. Wilson</i>	TELEPHONE 304/534-5454	DATE March 16, 2010
TITLE Branch Manager	FEIN 55-049-3180	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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 Department of Administration  
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Leslie Equipment Company  
 284 Van Kirk Drive  
 Fairmont, WV 26554

**DIVISION OF HIGHWAYS**  
**EQUIPMENT DIVISION**  
**ROUTE 33**  
**BRUSHY FORK ROAD**  
**BUCKHANNON, WV**  
**26201**                      **304-472-1750**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/20/2010	Net 30 Days	Our Truck	Buckhannon WV	

BID OPENING DATE: **02/24/2010**                      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON <u>March 24, 2010</u> AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE</p>						

SIGNATURE <i>[Signature]</i>				TELEPHONE 304/534-5454		DATE March 16, 2010	
TITLE Branch Manager		FEIN 55-049-3180		ADDRESS CHANGES TO BE NOTED ABOVE			

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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**DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
 BRUSHY FORK ROAD  
 BUCKHANNON, WV  
 26201 304-472-1750**

DATE PRINTED <b>01/20/2010</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **02/24/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Smody O'Wagon</i>	TELEPHONE 304/534-5454	DATE March 16, 2010
TITLE Branch Manager	FEIN 55-049-3180	ADDRESS CHANGES TO BE NOTED ABOVE

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**4**

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**304-558-2402**

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 284 Van Kirk Drive  
 Fairmont, WV 26554

**DIVISION OF HIGHWAYS**  
**EQUIPMENT DIVISION**  
**ROUTE 33**  
**BRUSHY FORK ROAD**  
**BUCKHANNON, WV**  
**26201**      **304-472-1750**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/20/2010	Net 30 Days	Our Truck	Buckhannon WV	

BID OPENING DATE: **02/24/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REV. 5/2009						
EXHIBIT 10						
REQUISITION NO.: 7010EC03						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 .. X .....						
NO. 2 .. X .....						
NO. 3 .. X .....						
NO. 4 .. X .....						
NO. 5 .. X .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304/534-5454	DATE March 16, 2010
TITLE Branch Manager	FEIN 55-049-3180	ADDRESS CHANGES TO BE NOTED ABOVE

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**Request for  
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PAGE  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**MICHAEL AUSTIN  
 304-558-2402**

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

VENDOR

Leslie Equipment Company  
 284 Van Kirk Drive  
 Fairmont, WV 26554

SHIP TO

DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
 BRUSHY FORK ROAD  
 BUCKHANNON, WV  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/20/2010	Net 30 Days	Our Truck	Buckhannon, WV	

BID OPENING DATE: **02/24/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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*Tommy C. Wagner*  
 .....  
 SIGNATURE  
 .....  
 Leslie Equipment Company  
 .....  
 COMPANY  
 .....  
 March 16, 2010  
 .....  
 DATE

NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.

REV. 09/21/2009

**NOTICE**

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 BUILDING 15  
 2019 WASHINGTON STREET, EAST  
 CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER:

33

RFQ. NO.:

7010EC03

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Tommy C. Wagner</i>	TELEPHONE 304/534-5454	DATE March 16, 2010
TITLE Branch Manager	FEIN 55-049-3180	ADDRESS CHANGES TO BE NOTED ABOVE

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# Request for Quotation

REQ NUMBER  
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 6

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 MICHAEL AUSTIN  
 304-558-2402

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Leslie Equipment Company  
 284 Van Kirk Drive  
 Fairmont, WV 26554

DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
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BID OPENING DATE: 02/24/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				BID OPENING DATE: March 24, 2010		
				BID OPENING TIME: 1:30 P.M.		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		
				304/534-5888		
				CONTACT PERSON (PLEASE PRINT CLEARLY):		
				Thomas Hobbs		
				***** THIS IS THE END OF RFQ 7010EC03 ***** TOTAL:		\$ 22,899.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Tommy Owen</i>	TELEPHONE 304/534-5454	DATE March 16, 2010
TITLE Branch Manager	FEIN 55-049-3180	ADDRESS CHANGES TO BE NOTED ABOVE

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS  
NO. 113-1-H

BRUSH CHIPPER, TRAILER MOUNTED

1.0 PURPOSE

It is the purpose of these specifications to describe a Brush Chipper, Trailer Mounted (hereinafter referred to as a "brush chipper" or a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

**The current purchasing procedures regarding bidding as established by the Department of Administration, Purchasing Division, shall apply.** Failure to submit the "Request for Quotation" forms, complete in its entirety and according to directions indicated, may subject the bidder to disqualification. **Each bid submitted shall also be accompanied by a Bidder's Evaluation Report completed in detail.** Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report. **FAILURE TO SUBMIT THE BIDDER'S EVALUATION REPORT, COMPLETE IN ITS ENTIRETY, MAY RESULT IN AUTOMATIC DISQUALIFICATION.**

3.0 SPECIFICATIONS

The specifications named herein, mandatory and non-mandatory, establish the acceptable level of quality only and are not intended to reflect a preference or favor any particular brand or vendor.

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. **Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications".** The state reserves the right to determine whether the stated exception does or does not reduce the quality and performance of the unit. Failure to provide information for any exceptions may be grounds for rejection of the bid. The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.



### 3.2 MANDATORY SPECIFICATIONS

**All specifications preceded by "shall, will, and/or must" or are stated as a "minimum and/or maximum" are mandatory as stated in Purchasing Divisions Policies and Procedures. Any bid failing to meet any mandatory item shall be immediately disqualified. Failure to respond in the appropriate evaluation section may also be grounds for immediate disqualification at the discretion of the State.**

A mandatory pre-bid conference is scheduled for this equipment purchase as stated in the RFQ. Vendors having products with variations or exceptions in specified mandatory items are expected to address any such variations or exceptions during the pre-bid conference. **The State shall review and consider any such variation or exception, and may at its sole discretion, issue an addendum to change mandatory specifications deemed to be in the State's best interest. Bids from any vendor failing to attend the mandatory pre-bid shall be disqualified. Bids containing any variation or exception to a mandatory specification that was not addressed during the pre-bid conference and accepted by the issuance of an Addendum shall be disqualified.**

### 4.0 REPRESENTATIVE UNIT FOR TEST

**The successful vendor must (if specified) provide DOH one (1) completed representative unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid shall be cause for cancellation of the purchase order, and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.**

### 4.1 CONDITION OF UNIT(S) UPON DELIVERY

**All units must arrive at the prescribed delivery point having been completely preserviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.**

### 4.2 DELIVERY

Delivery point of the completely assembled representative unit will be the DOH, Equipment Division, Route 33 at Brushy Fork Road, Buckhannon, West Virginia (26201).

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 135 days after receipt of purchase agreement. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers.

**Delivery terms shall be stated in the bid and the State reserves the right to accept or negotiate such terms. Failure to reach an agreement may result in rejection of the bid. The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.**

**A completed pilot model for inspection must be provided within 45 calendar days after receipt of the purchase agreement by the successful vendor.**

Delivery is an integral part of this specification and failure to comply will be cause to initiate a D.O.T. Administrative Form WV-82, Vendor Performance Form. The WV-82 Form will provide a means of officially notifying the Purchasing Division and the vendor of unsatisfactory performance; such as late deliveries, poor service, inadequate parts supplies, etc.

The decision to initiate subject Form will be at the sole discretion of the D.O.H. Commissioner's established Equipment Review Board.

Issuance of the WV-82 Vendor Complaint Form on unsatisfactory delivery against any vendor will be cause to refuse to consider similar items from those vendors on future Request For Quotations.

(NOTE: Delivery time could be altered due to labor strikes, severe inclement weather conditions, etc.)

## 5.0 AWARD CRITERIA

5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. **The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications.** DOH reserves the right to place multiple orders in any quantity.

## 6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

### 6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

**The bidder must identify the unit by manufacturer, model, series, and year of manufacture, in the bid to enable identification by DOH in the manufacturer's specifications of the proposed unit.** The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and offered to be manufactured after January 1, 2010 and be clearly identified and marked with date of manufacture.

## 6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts or service manuals.

\* NOTE: MANUALS SHALL BE DELIVERED UPON COMPLETION OF DELIVERY OF TOTAL UNITS. FAILURE TO DO SO WILL DELAY PAYMENT.

## 6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. **In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract.** Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

**Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.**

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

## 6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventive Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc.

**The successful vendor shall furnish all training aids; i.e., videos, projectors, etc. required in conducting the training.**

## 6.5 WARRANTY AND SERVICE POLICY

The Manufacturers warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia. The applicable warranty or service policy will not be contingent upon obtaining routine service, lubrication, and servicing of the unit from factory authorized agencies. It will be the responsibility of the bidder to have available labor to repair or replace any defective replacement parts, components and materials, and to have available those replacement

parts, components, and/or materials found to be defective during the terms of the warranty period. The bidder should state the labor rates, locations where parts will be stocked, availability of parts, and discounts offered for parts, when terms of the warranty offer a pro-rated cost for parts and labor. In addition, the successful bidder should offer field work to repair or replace defective parts, components, and materials found to be defective during the terms of the warranty and should provide mechanic's travel rates, mileage charges, field mechanic rates, and any surcharge for miscellaneous items, if applicable, for field work during the warranty period. Submit to Division of Highways any technical or engineering improvements during the term of the warranty. **The unit must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.**

**A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items is required for this unit.**

**THE "WARRANTY AND SERVICE POLICY QUESTIONNAIRE" ATTACHED IN THE BIDDER'S EVALUATION REPORT MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURER PRIOR TO DELIVERY OF THE PILOT MODEL. (SEE SECTION X6.5 OF BIDDER'S EVALUATION REPORT).**

## 6.6 EVALUATION COMMITTEE REQUIREMENTS

Detailed component specifications, product literature, component models, required for specification compliance determination by the Evaluation Committee should be provided with each bid. Any information supplied that is contrary to/or conflicting with the specifications and/or attached Bidders Evaluation Report may be sufficient cause for rejection of bid.

## 6.7 UNSPECIFIED ACCESSORIES & FEATURES

**All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.**

**All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified, and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.**

7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

The brush chipper described herein shall be a standard production type, mounted on a two wheel tow type trailer. The chipper unit shall be a service proven unit having 12 inch blades with positive locking device. The rotor or knife housing shall be 9 inches minimum diameter, turning on ball or roller bearing having a minimum load rating of 29,000 pounds each. The rotor speed shall be the lowest commensurate with cutting efficiency approximately 3,000 RPM. The flywheel shall be dynamically and statically balanced and have a safety cover installed. A blower assembly to be integral part of rotor and capable of producing 2000 CFM of air to assist in chip discharge.

The feed table shall have the rear section hinged to fold for transport and to be approximately 5 feet from rear of table to knife and rotor assembly. Power transfer from engine to rotor shall be via multiple AV@ belts. A thoroughly reliable engine governor of standard proven design to prevent over speeding shall be fitted and a weatherproof decal or label showing maximum engine RPM affixed on or near the governor.

The power plant shall be a diesel engine, and be a complete package unit with all components to provide a self contained power plant.

The two wheel trailer to be spring mounted on a single axle with towing pintle eye and safety chains. A retractable front rest wheel and adjustable rear support leg to be fitted and shall meet or exceed the following specifications.

The frame to be steel channel, box or tubular cross braced and gusseted and to be single axle, capacity 6,000 lbs. (approximate), spring mounting.

8.0 SPECIFICATIONS:

- 8.1 Trailer to be unitized, designed for stability, handling and strength. Box or tubular steel cross braced and gusseted.
- 8.2 Trailer frame shall be finish painted inside and outside for complete rust protection.
- 8.3 Unit to be equipped with full steel fenders both sides 16 gauge steel approximate.
- 8.4 Tow bar for proposed model shall be equipped with fully adjustable height and length with pintle ring hitch and manufacturers recommended safety chains with matching grab hooks.
- 8.5 Axles to be 6,000 lb. capacity rating equipped with heavy duty leaf springs and greaseable hubs.

- 8.6 **Brakes shall be manufacturers recommended electric type with safety breakaway switch.**
- 8.7 Radial tires to be manufacturers recommended size and load range for proposed model.
- 8.8 Unit to be equipped with a rear mounted stabilizer/s and a front flip-up crank jack adjustable for height with retractable front rest wheel. Chain tethered lock pins.
- 8.9 Fuel tank to be shock mounted inside frame rails with lockable gas cap 25 U.S. gallon (approximately).
- 8.10 **Enclosed battery box shall be frame mounted and lockable.**
- 8.11 Toolbox to be mounted on trailer frame conveniently located.
- 9.0 Lighting:
- 9.1 **Lighting shall conform to D.O.T. specification to include a heavy duty stop/turn/tail light package LED type.**
- 9.2 Wiring to be protected in conduit with soldered connections in wiring harnesses.
- 10.0 Feed Chute:
- 10.1 To be heavy duty all steel infeed chute approximately 42 inches wide x 27 inches high x 33 inches deep.
- 10.2 Infeed chute to be fitted with a folding feed table designed to position the operator to left or right of center while feeding material into the chipper for safe operation.
- 10.3 Folding feed table to be approximately 45 inches wide and 50 inches long with hinge and latch.
- 10.4 **Discharge chute shall be provided with manufacturers recommended support leg, and a 360° fully adjustable end deflector.**
- 10.4.1 Chute to be hinged at bottom for knife inspection and adjustment.
- 10.4.2 Hydraulic self feeding roller/s with control bar that starts, stops, and reverses the flow of feed.
- 11.0 Rotor:
- 11.1 Manufacturers rotor to be approximately 11 inches diameter x 12 inches length, all steel adequately balanced.
- 11.2 Rotor to be precision machined and balanced with positive locking/clamping system for all knives.

- 11.3 Rotor knives four (4) high carbon, high chrome, alloy and interlocking full length support, approximately 3/8 inches x 3 inches x 12 inches with quick change design.
- 11.4 Rotor shaft to be approximately 3 inches diameter 1018 steel solid alloy.
- 11.5 Rotor to have adequate greaseable bearings with static misalignment capability.
- 11.6 Rotor drive sheaves to be high speed type, dynamically balanced with four (4) section high capacity power band adjustable for band wear.
- 11.7 Rotor drive shall be protected by bolt on steel guard.**
- 11.8 Rotor housing to be welded steel plate 5/8 inches thickness A-36 grade or equal.
- 11.9 Bed knife to be special high alloy abrasion resistant steel approximately 3/4 inches x 3 inches x 12 inches with four (4) cutting edges, regrindable.
- 12.0 Feed Plate:
- 12.1 Feed plate to be heavy duty reinforced steel weldment.
- 12.2 Feed plate to be quickly and easily adjustable and replaceable.
- 12.3 Flywheel shall be dynamically and statically balanced and have an adequate fully covered safety shield in place.**
- 13.0 Safety Curtain:
- 13.1 Unit shall provide a suitable flexible shroud affixed over the feed opening protecting operator from stray chips.**
- 14.0 Blower:
- 14.1 Blower to be integral part of rotor and capable of producing approximately 2000 CFM of air to assist chip discharge.
- 15.0 Clutch:
- 15.1 Heavy duty truck type self adjusting with greaseable release bearing.
- 15.2 Clutch engagement handle to be easily accessible and safely located.
- 16.0 Engine Enclosure:
- 16.1 Heavy duty steel engine shroud with lockable side panels for engine and instruments.

- 17.0 Instruments:
- 17.1 Engine oil pressure and water temperature gauges with murphy automatic shutdown switches for both.
- 17.2 Ammeter, key ignition, tachometer, hour meter, fuel gauge
- 17.3 Vernier locking hand throttle
- 18.0 Power Unit:
- 18.1 Diesel fueled
- 18.2 4 cylinder
- 18.3 **Engine must be water cooled (no exception)**
- 18.4 **80 HP minimum**
- 18.5 Manufacturers recommended muffler to be provided with rain cap.
- 18.6 **Unit shall be provided with engine manufacturers heavy duty filtering systems to include air, oil, and fuel.**
- 18.7 **Radiator shall have a grille or other protection device shielding against damage.**
- 18.8 Radiator to be filled with permanent type anti-freeze to -30F.
- 18.9 **Unit shall be equipped with engine manufacturer's engine speed governor properly adjusted wire sealed to prevent engine over speed.**
- 18.10 Manufacturers recommended 12 volt electrical system with alternator
- 18.11 **Unit shall be delivered to WVDOH with all of manufacturers recommended safety related decals and safety features intact.**
- 18.12 **All features that are considered to be manufacturers standard equipment that are not specifically addressed above shall be provided.**
- 19.0 Paint:
- 19.1 Unit to be painted white - Federal Standard White 595A (No. 17875).
- 19.2 All surfaces to be thoroughly cleaned and prepared for epoxy primer. Finish coat of automotive type acrylic enamel or approved equal.



- 19.3 Detail decorative stripe with logo:
- 19.3.1 Width 2 inch stripe
- 19.3.2 WVDOH logo (to be proved by WVDOH) is attached (black and white copy) and is approximately 7" tall by 7" wide. Area behind logo and with 2 inch of logo is not to be striped.
- 19.3.3 Self adhesive tape for stripes is acceptable, but color must be similar to Section 19.3.4.**
- 19.3.4 Upper stripe color: Martin Senour Dark Blue #82-5802 or similar approved striping tape.
- Lower stripe color: Martin Senour Light Saddle #82-5803 or similar approved striping tape.
- 19.3.5 Successful vendor should consult with D.O.H. prior to installation of proposed striping.
- 19.4 Preventive Maintenance and Operators Orientation/Training:
- 19.4.1 **The manufacturer or dealer shall provide a one (1) day preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. All training aids i.e., videos, charts, manuals, etc. to be furnished by successful vendor.**  
**The successful vendor shall furnish all training aids; i.e. videos, projectors, etc., required in conducting the training.**

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT  
NO. 1113-1-H

BRUSH CHIPPER, TRAILER MOUNTED

NOTE TO BIDDER: Procurement Specification No. 113-1-H, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with a summary of exception as a separate attachment, should be with Bidder's Evaluation Report. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 7010EC03

Bidder's Name: Leslie Equipment Company

Address: 284 Van Kirk Drive Fairmont WV 26554

Telephone Number: 304/534-5454

Years Bidder has been registered to do business with the State of West Virginia: 38 YRS.

Years Company has been an authorized dealer for proposed unit: 1 YRS.

X3.2 Have you complied with all mandatory specifications?  YES  NO

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 45 Calendar Days After  
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 45 Calendar Days After Receipt of  
Purchase Agreement

The Bidder's Evaluation Reports are ready for download on Purchasing's Web site at  
[www.state.wv.us/admin/purchase](http://www.state.wv.us/admin/purchase)

X5.0 AWARD CRITERIA;

X5.1 Price per unit:

\$ 22,899.00 per unit

X6.0 SPECIFICATIONS - GENERAL

X6.1 Manufacturer, model, series, and date of manufacture of proposed unit:

2010 Bandit 1290 Conventional Drum

Is descriptive literature, fully describing proposed unit attached to your bid?  YES  NO

If not, why? \_\_\_\_\_

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units?

YES  NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit?  YES  NO

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY SUCCESSFUL BIDDER OR MANUFACTURER'S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH.

DESCRIPTION: \_\_\_\_\_ MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_ PURCHASE AMOUNT: \_\_\_\_\_

ENGINE: MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ FUEL TYPE: \_\_\_\_\_

HORSEPOWER: \_\_\_\_\_ CYLINDER: \_\_\_\_\_ ENGINE SERIAL: \_\_\_\_\_

COOLING SYSTEM CAPACITY: \_\_\_\_\_

BELTS: DESCRIPTION: \_\_\_\_\_ PART NUMBERS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

GVW: \_\_\_\_\_ AXLE CAPACITY: FRONT: \_\_\_\_\_ REAR: \_\_\_\_\_

TIRES: FRONT MAKE & SIZE: \_\_\_\_\_

REAR MAKE & SIZE: \_\_\_\_\_

DIMENSIONS OF UNIT: LENGTH: \_\_\_\_\_ WIDTH: \_\_\_\_\_ LENGTH: \_\_\_\_\_

VENDOR CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

PARTS:

BATTERY MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ CCA: \_\_\_\_\_

TOP OR SIDE POST: \_\_\_\_\_ DIMENSIONS: LENGTH \_\_\_\_\_ WIDTH \_\_\_\_\_ HEIGHT \_\_\_\_\_

SPARK PLUGS OR FUEL INJECTORS MAKE: \_\_\_\_\_ PART # \_\_\_\_\_

FUEL PUMP OR INJECTION PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

ALTERNATOR MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

STARTER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TURBO CHARGER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TRANS. MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ AUTO/MANUAL: \_\_\_\_\_

HYDRAULIC PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

FILTERS MAKE PART NO. LUBRICANT MANUFACTURER TYPE

OIL \_\_\_\_\_

AIR INNER \_\_\_\_\_

AIR OUTER \_\_\_\_\_

FUEL PRIMARY \_\_\_\_\_

FUEL SECONDARY \_\_\_\_\_

COOLANT \_\_\_\_\_

HYDRAULIC \_\_\_\_\_

OTHER \_\_\_\_\_

ENGINE \_\_\_\_\_

TRANSMISSION \_\_\_\_\_

POWER STEERING \_\_\_\_\_

HYDRAULIC \_\_\_\_\_

DIFFERENTIALS \_\_\_\_\_

BRAKE FLUID \_\_\_\_\_

COOLANT \_\_\_\_\_

OTHER \_\_\_\_\_

## X6.3 TRAINING:

Will training seminar be conducted on Preventive Maintenance, Operator and Mechanic Training  
 YES  NO

Will you conduct training with each purchase order against this open end contract?  
 YES  NO

Will training be conducted within 2 working days from the delivery of the pilot unit on the individual purchase order?  
 YES  NO

If NO, explain time frame \_\_\_\_\_

Will an Operator's Manual be furnished directly to Training Academy prior to the delivery of the pilot?  
 YES  NO

X6.4 If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, required in conducting the training?  
 YES  NO

X6.4.1 Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit?  
 YES  NO  
 If NO, explain \_\_\_\_\_

## X6.5 WARRANTY AND SERVICE POLICY

Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specifications  
 YES  NO

Is warranty literature attached?  
 YES  NO

Is a minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items included?  
 YES  NO

Describe:

Two year bumper to bumper basic parts and labor  
 \_\_\_\_\_  
 \_\_\_\_\_

## X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

### THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.

(If additional lines are needed, make copies of form.)

1. Define the terms of the standard warranty. If not offered, so state. (Attach copy)

Two year bumper to bumper basic parts and labor

2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.

Warranty to be performed at Leslie Equipment locations:

Fairmont, Norton, Cowen, Beaver, and Cross Lanes

3. List locations for parts inventories that are within the State of West Virginia. Also, list availability levels, if known.

Fairmont, Norton, Cowen, Beaver, and Cross Lanes

4. During the term of warranty, list the guarantee discount to manufacturer's published list price for parts that bidder will sell the parts to owner.

A.	Terms: Net 30	Manufacturer's published list price less:	<u>0</u>	% discount
B.	Terms: Net 60	Manufacturer's published list price less:	<u>0</u>	% discount
C.	Terms: Net 90	Manufacturer's published list price less:	<u>0</u>	% discount

5. During the term of warranty, will all manufacturers or engineering improvements be submitted to Division of Highways?   X   YES        NO

6. During the term of warranty, list the guaranteed rates charged for repair to the unit.

A.	Shop Rate	\$ <u>70.00</u> per mechanic hour
B.	Travel Time Charge (Specify if one-way)	\$ <u>80.00</u> per mechanic hour _____ ; port to port <u>  X  </u>
C.	Mileage Charge (Specify if one-way)	\$ <u>2.35</u> per vehicle mile _____ ; port to port <u>  X  </u>
D.	Field Mechanic Rate	\$ <u>80.00</u> per mechanic hour
E.	Specify period of time that prices are in effect:	<u>12 months</u>
F.	Surcharge for miscellaneous items:	<u>5</u> %

**X6.6 EVALUATION COMMITTEE REQUIREMENTS**

Is all component specifications, product literature, component models provided for Evaluation Committee bid determination?  YES  NO

**X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry?**

YES  NO

**X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished?**

YES  NO

**X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included?**

YES  NO

**X7.0 SPECIFICATIONS OF THE QUOTED UNIT**

The bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications. Should the bidder except a requirement, then such exception may be only on the basis that such feature is not offered by the manufacturer. The Division will have the sole discretion as to whether the bidder's substitution meets the requirements of the specifications.

**Will the brush chipper comply with all mandatory requirements as stated in Section 7.0 of specifications?**

YES  NO

Manufacturer: Bandit Model: 1290

**X8.0 SPECIFICATIONS:**

**X8.1 Is trailer unitized, designed for stability, handling and strength?**  YES  NO

Box  or tubular steel cross braced  and gusseted

**X8.2 Is trailer frame finish painted inside and outside for complete rust protection?**

YES  NO

- X8.3 Is unit equipped with full steel fenders both sides  YES  NO 3/16" Gauge steel  
thick
- X8.4 Is tow bar for proposed model equipped with fully adjustable height and length with pintle ring and hitch and manufacturers recommended safety chains with matching grab hooks?  
 YES  NO
- X8.5 Axles are 7,000 lb. capacity rating and are equipped with heavy duty leaf springs and greaseable hubs?  
 YES  NO
- X8.6 Brakes: 12 volt Electric type with safety breakaway switch  YES  NO
- X8.7 Radial tires:  
Manufacturer: Advance Radial Size: 245/75R 16" Load Range: E
- X8.8 Is unit equipped with rear mounted stabilizer/s and front flip up crank jack adjustable for height with retractable front rest wheel?  
 YES  NO  
Chain tethered lock pins?  YES  NO
- X8.9 Is fuel tank shock mounted inside frame rails with lockable gas cap?  YES  NO  
U.S. gallon capacity: 23 1/2 gallons
- X8.10 Is enclosed battery box frame mounted and lockable?  YES  NO
- X8.11 Is toolbox mounted on trailer frame conveniently located?  YES  NO
- X9.0 Lighting:
- X9.1 Does lighting conform to DOT specification to include a heavy duty stop/turn/tail light package LED type?  
 YES  NO
- X9.2 Is wiring protected in conduit with soldered connections in wiring harnesses?  YES  NO
- X10.0 Feed Chute:
- X10.1 Is infeed chute heavy duty all steel?  YES  NO  
Size: 52 inches wide x 26.5 inches high x 30 inches deep
- X10.2 Is infeed chute fitted with a folding feed table designed to position the operator to left or right of center while feeding material into the chipper for safe operation?  
 YES  NO
- X10.3 Folding feed table size: 26.5 inches wide x 30 inches long with hinge and latch



- X10.4 Is discharge chute provided with manufacturers recommended support leg, and 360° fully adjustable end deflector?** SEE ADDENDUM  YES  NO
- X10.4.1 Is chute hinged at bottom for knife inspection and adjustment?  YES  NO
- X10.4.2 Does unit have hydraulic self-feeding roller/s with control bar that starts, stops, and reverses the flow of feed? SEE ADDENDUM  YES  NO
- X11.0 Rotor:
- X11.1 Manufacturers rotor  YES  NO 11.5 inches diameter x 12 inches length  
all steel adequately balanced  YES  NO
- X11.2 Is rotor precision machined and balanced with positive locking/clamping system for all knives  YES  NO
- X11.3 Are rotor knives 4 high carbon, high chrome, alloy and interlocking full length support?  YES  NO  
3/8 inches x 3 inches x 12 inches with quick change design
- X11.4 Rotor shaft is 3 inches diameter 1018 steel solid alloy  YES  NO
- X11.5 Does rotor have adequate greaseable bearings with static misalignment capability?  YES  NO
- X11.6 Are rotor drive sheaves high speed type, dynamically balanced with 4 section high capacity power band adjustable for band wear?  YES  NO
- X11.7 Is rotor drive protected by bolt on steel guard?**  YES  NO
- X11.8 Rotor housing is welded steel plate 3/8 inches thickness n/a grade
- X11.9 Is bed knife special high alloy abrasion resistant steel?  YES  NO  
3/4 inches x 1 inches x 12 inches with 4 cutting edges, regrindable
- X12.0 Feed Plate:
- X12.1 Is feed plate heavy duty reinforced steel weldment  YES  NO
- X12.2 Is feed plate quickly and easily adjustable and replaceable  YES  NO
- X12.3 Is flywheel dynamically and statically balanced and have an adequate fully covered safety shield in place?**  YES  NO

X13.0 Safety Curtain:

X13.1 Does unit provide a suitable flexible shroud affixed over the feed opening protecting operator from stray chips?  YES  NO

X14.0 Blower:

X14.1 Is blower integral part of rotor?  YES  NO Capable of producing 2,000 CFM of to assist chip discharge

X15.0 Clutch:

X15.1 Is it heavy duty truck type self adjusting with greaseable release bearing?  YES  NO

X15.2 Is clutch engagement handle easily accessible and safely located?  YES  NO

X16.0 Engine Enclosure:

X16.1 Heavy duty steel engine shroud with lockable side panels for engine and instruments?  YES  NO

X17.0 Instruments:

X17.1 Engine oil pressure and water temperature gauges with murphy automatic shutdown switches for both?  YES  NO

X17.2 Ammeter, key ignition, tachometer, hour meter, fuel gauge  YES  NO

X17.3 Vernier locking hand throttle Kubota throttle  YES  NO

X18.0 Power Unit:

X18.1 Diesel fueled  YES  NO

X18.2 4 cylinder  YES  NO

X18.3 Is engine water cooled  YES  NO

X18.4 HP: 84.5

X18.5 Muffler:

Manufacturer: Donaldson with rain cap  YES  NO

X18.6 Unit provided with engine manufacturers heavy duty filtering systems to include air, oil, and fuel?  YES  NO

X18.7 Does radiator have a grille or other protection device shielding against damage?  YES  NO

X18.8 Is radiator filled with permanent type anti-freeze to -30F  YES  NO

X18.9 Is unit equipped with engine manufacturer's engine speed governor properly adjusted wire sealed to prevent engine over speed? SEE ADDENDUM  YES  NO

X8.10 12 volt electrical system with alternator?  YES  NO

Manufacturer: 90 Amp

X8.11 Will unit be delivered to WVDOH with all of manufacturers recommended safety related decals and safety features intact?  YES  NO

X8.12 Features not addressed above but are standard equipment:

n/a

X19.0 Paint

X19.1 - X19.2 Describe proposed method of painting:

Polyurethane paint and epoxy primer. We use pickled steel that is

cleaned using a hydrochloric bath.

X19.3 Detail decorative stripe with logo:

Describe proposed method of striping:

Per specification within bid.

**X19.4 Preventive Maintenance and Operators Training:****Describe proposed method of training:**

A representative from Leslie Equipment Company will come with pilot unit to  
provide training on preventative maintenance, operation, and safety for one day.

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## ADDENDUM #6

7010EC03  
BRUSH CHIPPER, TRAILER MOUNTED

CHANGE TO BIDDER'S EVALUATION REPORT:

**FROM:**

**LEAVE AS WRITTEN:**

**X10.4 Is discharge chute provided with manufacturers recommended support leg, and  
360° fully adjustable end deflector?                     YES  NO**

**TO:**

**CHANGE TO READ:**

**X10.4 Is discharge chute provided with manufacturers recommended support leg, and an  
adjustable end deflector with optional side discharge.     YES  NO**

# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

**1. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

**2. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

**3. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

**4. Application is made for 5% resident vendor preference for the reason checked:**

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**

**5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**

**6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Leslie Equipment Company

Signed: 

Date: March 16, 2010

Title: Branch Manager

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Leslie Equipment Company

Authorized Signature: *Timothy C. Wagoner* Date: March 16, 2010

State of West Virginia

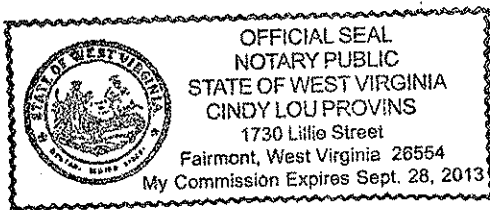
County of Marion, to-wit:

Taken, subscribed, and sworn to before me this 16th day of March, 20 10.

My Commission expires September 28, 20 13.

AFFIX SEAL HERE

NOTARY PUBLIC *Cindy Lou Provins*





State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 7010EC03

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 MICHAEL AUSTIN  
 304-558-2402

VENDOR

\*709042046 03 304 534 5454  
 LESLIE EQUIPMENT COMPANY  
 284 VAN KIRK DRIVE  
 FAIRMONT WV 26554

SHIP TO

DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
 BRUSHY FORK ROAD  
 BUCKHANNON, WV  
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/16/2010				

BID OPENING DATE: 03/24/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #6						
CHANGES TO SPECIFICATIONS ATTACHED.						
BID OPENING DATE AND TIME CHANGED						
FROM: 03/17/10 @1:30 P.M.						
TO: 03/24/10 @1:30 P.M.						
NO OTHER CHANGES.						
0001	1	EA	020-04	BRUSH CHIPPER, TRAILER MOUNTED		
***** THIS IS THE END OF RFQ 7010EC03 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



**ADDENDUM #6****7010EC03  
BRUSH CHIPPER, TRAILER MOUNTED****CHANGE TO SPECIFICATIONS.****FROM:****LEAVE AS WRITTEN**

**10.4 Discharge chute shall be provided with manufacturers recommended support leg, and a 360° fully adjustable end deflector.**

**TO:****CHANGE TO READ:**

**10.4 Discharge chute shall be provided with manufacturers recommended support leg, and an adjustable end deflector with optional side discharge.**



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 7010EC03

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 MICHAEL AUSTIN  
 304-558-2402

RFQ COPY  
 TYPE NAME/ADDRESS HERE

DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
 BRUSHY FORK ROAD  
 BUCKHANNON, WV  
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/03/2010				

BID OPENING DATE: 03/17/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 5						
BID OPENING DATE AND TIME CHANGED						
FROM: 03/10/10 @1:30 P.M.						
TO: 03/17/10 @1:30 P.M.						
NO OTHER CHANGES						
0001	1	EA		020-04		
BRUSH CHIPPER, TRAILER MOUNTED						
***** THIS IS THE END OF RFQ 7010EC03 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE

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5. Payment may only be made after the delivery and acceptance of goods or services.
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7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
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11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

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State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER:  
7010EC03

PAGE:  
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
MICHAEL AUSTIN  
304-558-2402

RFQ COPY  
 TYPE NAME/ADDRESS HERE

DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
 BRUSHY FORK ROAD  
 BUCKHANNON, WV  
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/01/2010				

BID OPENING DATE: 03/10/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
CHANGES TO THE SPECIFICATIONS ATTACHED.						
BID OPENING DATE AND TIME REMAINS 03/10/10 @1:30 P.M.						
NO OTHER CHANGES.						
0001	1	EA	020-04	BRUSH CHIPPER, TRAILER MOUNTED		
***** THIS IS THE END OF RFQ 7010EC03 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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---

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PREBID ADDENDUM #4  
OPEN END CONTRACT

7010EC03  
BRUSH CHIPPER, TRAILER MOUNTED

CHANGES TO SPECIFICATIONS:

LEAVE AS WRITTEN:

- 7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:  
(1<sup>st</sup> Paragraph)

**The brush chipper described herein shall be a standard production type, mounted on a two wheel tow type trailer. The chipper unit shall be a service proven unit having 12 inch blades with positive locking device. The rotor or knife housing shall be 9 inches minimum diameter, turning on ball or roller bearing having a minimum load rating of 29,000 pounds each. The rotor speed shall be the lowest commensurate with cutting efficiency approximately 3,000 RPM. The flywheel shall be dynamically and statically balanced and have a safety cover installed. A blower assembly to be integral part of rotor and capable of producing 2000 CFM of air to assist in chip discharge.**

FROM:

- 7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:  
(2nd Paragraph)

**The feed table shall have the rear section hinged to fold for transport and to be approximately 5 feet from rear of table to knife and rotor assembly. Power transfer from engine to rotor shall be via multiple AV@ belts. A thoroughly reliable engine governor of standard proven design to prevent over speeding shall be fitted and a weatherproof decal or label showing maximum engine RPM affixed on or near the governor.**

TO:

- 7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:  
(2nd Paragraph)

**The feed table shall have the rear section hinged to fold for transport and to be approximately 5 feet from rear of table to knife and rotor assembly. Power transfer from engine to rotor shall be via multiple AV@ belts.**

7010EC03  
PREBID ADDENDUM

FROM:

- 8.4 Tow bar for proposed model shall be equipped with fully adjustable height and length with pintle ring hitch and manufacturers recommended safety chains with matching grab hooks.**

TO:

- 8.4 Tow bar for proposed model shall be equipped with fully adjustable height and length with pintle ring hitch and manufacturers recommended safety chains with matching grab hooks for a 2 ¾ inch pintle.**

LEAVE AS WRITTEN:

- 8.5 Axles to be 6,000 lb. capacity rating equipped with heavy duty leaf springs and greasable hubs.**

LEAVE AS WRITTEN:

- 10.4 Discharge chute shall be provided with manufacturers recommended support leg, and a 360° fully adjustable end deflector.**

DELETE:

- 10.4.2 Hydraulic self feeding roller/s with control bar that starts, stops, and reverses the flow of feed.**

DELETE:

- 18.9 Unit shall be equipped with engine manufacturer's engine speed governor properly adjusted wire sealed to prevent engine over speed.**

FROM:

- 19.2 All surfaces to be thoroughly cleaned and prepared for epoxy primer. Finish coat of automotive type acrylic enamel or approved equal.**

TO:

- 19.2 All surfaces to be thoroughly cleaned and prepared for epoxy primer. Finish coat of automotive type acrylic enamel, powder coat, or approved equal.**

7010EC03  
Prebid Addendum

FROM:

**19.3.3 Self adhesive tape for stripes is acceptable, but color must be similar to Section 19.3.4**

TO:

**19.3.3 Striping material to meet the requirements of ASTM D4956-91 Type V sheeting, a super high-intensity retroreflective sheeting consisting of microprismatic retroreflective elements. The conspicuity sheeting must meet the requirement of NHSTA, DOT, 49CFR, PART 571 Federal Motor Vehicle safety standards for conspicuity sheeting and be "DOT approved".**

The sheeting for both applications above should not exceed more than .0008 inch thick having approximately 47,000 microprisms per square inch and shall come with an aggressive high tack pressure sensitive adhesive, Reflexite or equivalent.

FROM:

**19.4.1 The manufacturer or dealer shall provide a one (1) day preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon. All training aids i.e., videos, charts, manuals, etc. to be furnished by successful vendor.  
The successful vendor shall furnish all training aids; i.e. videos, projectors, etc., required in conducting the training.**

TO:

**19.4.1 The manufacturer or dealer shall provide a one (1) day preventive maintenance/operator orientation seminar to be conducted at the Equipment Division, Buckhannon.**

**The successful vendor shall furnish all training aids; i.e. videos, projectors, etc., required in conducting the training.**



PREBID ADDENDUM #4  
OPEN END CONTRACT

7010EC03  
BRUSH CHIPPER, TRAILER MOUNTED

CHANGES TO BIDDER'S EVALUATION REPORT:

LEAVE AS WRITTEN (1<sup>st</sup> and 2<sup>nd</sup> Paragraphs)

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

The bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications. Should the bidder except a requirement, then such exception may be only on the basis that such feature is not offered by the manufacturer. The Division will have the sole discretion as to whether the bidder's substitution meets the requirements of the specifications.

Will the brush chipper comply with all mandatory requirements as stated in Section 7.0 of specifications?  X  YES   NO

Manufacturer:  Bandit  Model:  1290

FROM:

X8.4 Is tow bar for proposed model equipped with fully adjustable height and length with pintle ring and hitch and manufacturers recommended safety chains with matching grab hooks?  X  YES   NO

TO:

X8.4 Is tow bar for proposed model equipped with fully adjustable height and length with pintle ring and hitch and manufacturers recommended safety chains with matching grab hooks for a 2 ¼ inch pintle?  X  YES   NO

LEAVE AS WRITTEN:

X8.5 Axles are  7,000  lb. capacity rating and are equipped with heavy duty leaf springs and greasable hubs?  X  YES   NO

LEAVE AS WRITTEN:

X10.4 Is discharge chute provided with manufacturers recommended support leg, and 360° fully adjustable end deflector?   YES  X  NO

**7010EC03  
Prebid Addendum**

**DELETE:**

**X10.4.2** Does unit have hydraulic self feeding roller/s with control bar that starts, stops, and reverses the flow of feed?

**DELETE:**

**18.9** Is unit equipped with engine manufacturer's engine speed governor properly adjusted wire sealed to prevent engine over speed?

**FROM:**

**X19.1 - X19.2** Describe proposed method of painting: Polyurethane paint and epoxy primer

**TO:**

**X19.1** Will unit be painted white?  X  YES   NO  
White: Federal Standard White 595A (No. 17875)

**X19.2** Will all surfaces be thoroughly cleaned and prepared for epoxy primer  X  YES   NO

Finish coat: Automotive type acrylic enamel or approved equal

**FROM:**

**X19.3** Detail stripe with logo:  
Describe proposed method of striping: Per bid spec

**TO:**

**X19.3** Detailed stripe with logo:  
Will striping in all Sections of 19.3 of the specification comply  X  YES   NO

Describe conspicuity striping: Per bid spec

**LEAVE AS WRITTEN:**

**X19.4** Preventive Maintenance and Operators Training:  
Describe proposed method of training: \_\_\_\_\_

A representative from Leslie Equipment Company will come with pilot unit to provide training on preventative maintenance, operation, and safety for one day.



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**7010EC03**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**MICHAEL AUSTIN**  
**804-558-2402**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
 BRUSHY FORK ROAD  
 BUCKHANNON, WV  
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/25/2010				

BID OPENING DATE: **03/10/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
BID OPENING DATE AND TIME CHANGED						
FROM: 03/03/10 @1:30 P.M.						
TO: 03/10/10 @1:30 P.M.						
SING IN SHEET ATTACHED.						
NO OTHER CHANGES.						
0001	1	EA		020-04		
BRUSH CHIPPER, TRAILER MOUNTED						
***** THIS IS THE END OF RFQ 7010EC03 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'

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REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

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  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 7010EC03

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 MICHAEL AUSTIN  
 804-558-2402

RFQ COPY  
 TYPE NAME/ADDRESS HERE

PROPERTY

SHIP TO

DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
 BRUSHY FORK ROAD  
 BUCKHANNON, WV  
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/19/2010				

BID OPENING DATE: 03/03/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
BID OPENING DATE AND TIME CHANGED						
FROM: 02/24/10 @1:30 P.M.						
TO: 03/03/10 @1:30 P.M.						
NO OTHER CHANGES.						
0001	1	EA		020-04		
BRUSH CHIPPER, TRAILER MOUNTED						
***** THIS IS THE END OF RFQ 7010EC03 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
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I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
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**Pre-Bid Conference  
SIGN IN SHEET**

[Please Print]

Request for Proposal No.: 7010ECO3 Date: 2/9/10

<u>Firm &amp; Representative Name</u>	<u>Mailing Address</u>	<u>Telephone &amp; FAX Numbers</u>
1. <u>WEST VIRGINIA TRACTOR</u> <u>GARY GRAY</u>	<u>P.O. BOX 473</u> <u>CHARLESTON WV 25302</u>	T: <u>346-5301</u> F: <u>346-5305</u> <small>wvtractor@msa.com</small>
2. <u>Leslie Equipment</u> <u>Thomas Hobbs</u>	<u>284 Van Kirk Dr</u> <u>Fairmont, WV 26554</u>	T: <u>304-534-5454</u> F: <u>304-534-5858</u> <small>hobbs@thomas@leslie.com</small>
3. <u>Steve Toth / Jack Pagan</u> <u>Cleveland Brothers Equip CO.</u>	<u>4565 William Penn Hwy</u> <u>Mumfresville, PA 15668</u>	T: <u>412-736-5317</u> F: <u>724-327-9318</u> <small>JAPAN@CLEVELANDBROTHERS.COM</small>
4. <u>WVDOH</u> <u>Debra Ferrell</u>	<u>P.O. Box 610</u> <u>Buckhannon, WV 26201</u>	T: <u>304-473-5364</u> F: <u>304-473-4214</u>
5. <u>WVDH</u> <u>K Riley</u>	<u>Po Box 610</u> <u>Buckhannon WV 26201</u>	T: <u>304-473-5356</u> F: <u>304-473-4214</u>
6. <u>Fanned Cochran</u> <u>DOH</u>	_____	T: _____ F: _____
7. <u>Maria Lee</u> <u>DOH</u>	_____	T: _____ F: _____
8. _____	_____	T: _____ F: _____
9. _____	_____	T: _____ F: _____
10. _____	_____	T: _____ F: _____

Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 7010EC03

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 MICHAEL AUSTIN  
 304-558-2402

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 ROUTE 33  
 BRUSHY FORK ROAD  
 BUCKHANNON, WV  
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/28/2010				

BID OPENING DATE: 02/24/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1.						
ADD: THE ATTACHED						
ALL DATES REMAINS THE SAME.						
NO OTHER CHANGES.						
0001	1	EA		020-04		
BRUSH CHIPPER, TRAILER MOUNTED						
***** THIS IS THE END OF RFQ 7010EC03 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
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## ADDENDUM NO. 1

QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH  
CLOSE OF BUSINESS (5:00 PM, EST.) ON TUESDAY, 02/02/10  
SEND YOUR QUESTIONS TO: PURCHASING DIVISION

ATTENTION MICHAEL AUSTIN  
2019 WASHINGTON ST. EAST  
CHARLESTON, WV 25305

QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL  
E-MAIL: MICHAEL.D.AUSTIN@WV.GOV  
FAX: 304-558-4115

IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR  
QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.

## WARRANTY INFORMATION

### **Bandit 1290 Conventional Drum**

Two (2) year bumper to bumper basic parts and labor warranty. This excludes abuse and normal wear items.

Attached is a copy of standard warranty from Bandit for the 1290 Conventional Drum and also information regarding warranty on Kubota engine. We are extended the standard warranty from one (1) year out to (2) years and covering bumper to bumper basic parts and labor excluding abuse and normal wear items.

The Kubota engine is covered for 3 years or 3,000 hour.

# 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 insure 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!!!

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.

**NOTE** - 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.

## EXPLANATION OF LIMITED 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. **Defective parts must be returned to Bandit Industries, Inc.** It will be the customer’s responsibility to install the replacement parts unless arrangements are made with the selling dealer.

The manufacturer will not reimburse travel costs to servicing dealer unless prior approval has been obtained from the manufacturer. It is the customer’s responsibility to deliver the machine to dealer’s service facility, unless other arrangements have been agreed to between selling dealer and customer.

The manufacturer may elect, at its discretion, to reimburse reasonable labor costs to customer or dealer for major defect repairs. Diagnostic labor and overtime labor will not be covered under warranty. Prior approval must be obtained from Bandit Industries, Inc.

There are several forms that must be completely filled out and returned to us in reference to our portion of warranty. Read and understand the Bandit Limited Warranty responsibilities. Some components on your machine are covered by their respective manufacturers and cannot be handled through Bandit Industries as stated in Warranty Section of this manual.

Use this manual to help you resolve what and where your problem is, in most cases you can fix it easily. If you still have problems, work through the dealer you purchased the machine through, or contact Bandit Industries direct if needed.

Make sure the following forms are used, for us as well as you, to keep track of service and pending warranty request. It is our company policy that all parts shipped out will be invoiced until the possible warranty parts are returned with a Warranty Claim Form completed for consideration.

Make sure the Warranty Validation Form is completed and sent in to us as soon as you receive the Bandit. This will activate our warranty responsibilities.

**If Warranty Validation Form is not on file, all Warranty consideration is null and void.**

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

Bandit Industries Inc., also referred to as "Manufacturer" warrants each new product to be free of defects in workmanship and material for a period of 1 year or 2000 operating hours, which ever comes first.

This warranty takes effect upon delivery to the original retail purchaser. The manufacturer at it's 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 or down time expenses.

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, and notify Bandit Industries Inc., in writing within ten (10) days from the date of purchase to validate this warranty. If Warranty Validation Form is not on file, all Warranty Consideration is NULL AND VOID.

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

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

1. The completed Warranty Validation Form is not on file.
2. The Bandit Chipper 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 Chipper was involved in, or damaged by an accident.
6. The Chipper 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, knife anvil, belts, lubrication fluids, bearings, filters, hydraulic components, loose nuts or bolts, etc. may void warranty.

All components and parts being returned to Bandit Industries for warranty consideration must be complete and assembled when delivered. 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.

## INTRODUCTION & WARRANTY

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

NOTE: 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.) Any machines used for lease or rental purposes warranty is limited to 90 days from the first day of initial service.

#### CONTINENTAL U.S. INFORMATION PHONE NUMBERS FOR ACCESSORIES (NOT COVERED UNDER PRODUCT WARRANTY PROGRAM)

Briggs & Stratton Engines	1-414-259-5333	PGL Auto Clutch	1-800-551-2938
Caterpillar Engines (Thru 275Hp)	1-800-551-2938	PT Tech Clutch	1-330-414-3172
Caterpillar Engines (300Hp & Up)	1-866-228-2111	Rockford Clutch	1-800-383-9204
Continental Engines	1-800-726-8870	Twin Disc Clutch	1-440-951-5111
Cummins Engines	1-248-573-1592	Electronic Solutions	1-866-736-6839
Deutz, Lombardini Engines	1-800-445-5273	E.S.I.	1-815-985-0383
Ford, Hatz Engines	1-800-726-8870	L.O.R. MFG.	1-866-644-8622
GM, Perkins Engines	1-800-551-2938	Miratron Inc.	1-866-285-0132
Honda Engines	1-734-453-6258	Omnex Radios	1-419-294-4985
John Deere Engines	1-888-803-9175	Dexter Axles	1-574-295-7888
Kohler Engines	1-800-854-9273	Tires	1-989-463-4088
Kubota Engines	1-800-832-7670	Caterpillar Tracks	1-309-636-1100
Robin Engines	1-248-399-0002	Chermack Tracks	1-715-458-2655
Wisconsin Engines	1-800-726-8870	Petro-Canada Hydrex XV	1-888-284-4572
Interstate Batteries	1-800-331-2000		

(Phone numbers for outside the continental U.S. can be supplied from your phone directory or local Bandit dealer.)

In order to process any warranty claims, it is the owner's responsibility to report the claims promptly to the Manufacturer, or our authorized dealer from whom the equipment was purchased.

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

- 1) Warranty Claim Form, obtained from Bandit Industries or it's 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 with the altered, improved, revised or modified 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 it's production.

Bandit Industries Inc., expects the Customer/Owner to bring their machine to the Dealer/Manufacturer for Warranty Repairs. The Manufacturer **DOES NOT** pay Dealers or Customers for bringing their machine in for repair. Nor does the Manufacturer furnish loaner machines while the unit is being repaired.

# Bandit

## LIMITED WARRANTY ON INDUSTRIAL ENGINES AND REPLACEMENT PARTS EFFECTIVE SEPTEMBER 2, 1997

### OUR WARRANTY TO YOU

We warrant to you, the original purchaser, that all parts (except those referred to below) of your new Kubota industrial engine, and replacement part purchased from an Authorized Kubota Industrial Engine or OEM Distributor in the United States will be free from defects in materials or workmanship during the following periods. (Refer to Service Policy Book for further details.)

1. Industrial engines excluding any oil field engine or application for 2 years or 2000 hours whichever occurs first.
  - 1a. For 3 years or 3000 hours, excluding oil field engines or applications, a Major Component Warranty (M.C.W.) parts only, is offered. See Service Policy Book for details of coverage for M.C.W.
2. Replacement parts for 90 days.

### WHAT WE WILL DO

We will, at our option, repair or replace any part covered by this warranty which becomes defective, malfunctions or otherwise fails to conform with this warranty under normal use and service during the term of the warranty at no charge for parts of labor. (Parts only for M.C.W.)

### WHAT YOU MUST DO TO OBTAIN WARRANTY SERVICE

In order to obtain warranty repairs, you must deliver the product, together with proof of purchase, to an Authorized Kubota Industrial Engine Distributor or Dealer at your expense. The names and addresses of such Authorized Kubota Industrial Engine Distributors are listed in telephone directories or may be obtained by writing or telephoning us.

### WHAT THE WARRANTY DOES NOT COVER

This warranty does not cover: (See Service Policy Book for further details.)

1. Defects, malfunctions or failures resulting from accidents, abuse, misuse, modifications, alteration, improper servicing or lack of performance of required maintenance service.
2. Normal maintenance services or replacement of maintenance items such as light bulbs, preheater plugs, indicator and resistant coils, filter elements, lubricants, oils, spark plugs, coolant or belts.
3. Installation of replacement parts, unless originally installed by an Authorized Kubota Industrial engine Distributor.
- 3a. Non-genuine Kubota parts.
4. Nissan CAV injection pumps are covered by separate warranties issued by their manufacturer or distributor.
5. Any engines damaged by use of ether, or any starting aid, or greater than a 50/50% solution of antifreeze-water

6. Injection nozzle wear or any engine damage caused by injection nozzle wear or sticking.
7. Damage caused by water entering the engine due to any cause.
8. Used products.
9. Any damage caused by overheating that is not a direct result of a defect in materials or workmanship.
10. Any engine not application reviewed.

### THIS IS THE ONLY EXPRESS WARRANTY ON OUR PRODUCTS

We neither assume nor authorize anyone to assume for us any other express warranty. The Distributor/Dealer has no authority to make any representation or promise on behalf of Kubota Engine America Corporation or to modify the terms or limitations of this warranty in any way.

### LIMITATIONS ON OUR RESPONSIBILITY WITH RESPECT TO PRODUCTS PURCHASED AND USED FOR PERSONAL, FAMILY OR HOUSEHOLD USE.

Our responsibility is to repair or replace defective parts as stated above; we will not be responsible for any other expenses, losses or inconvenience which you may sustain as a result of the purchase, use, malfunction or defective condition of our products. ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED IN DURATION TO THE PERIOD SET FORTH ABOVE. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

### LIMITATIONS ON OUR RESPONSIBILITY WITH RESPECT TO PRODUCTS USED FOR RENTAL OR FOR COMMERCIAL, INDUSTRIAL OR AGRICULTURAL PURPOSES.

This warranty is in lieu of all other warranties, express or implied, and of any other obligations or liability on our part. WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. Our responsibility for any and all losses and damages resulting from any cause whatsoever, including our negligence, alleged damaged or defective goods, whether such defects are discoverable or latent, shall be limited to the repair or replacement of defective parts as stated above. IN NO EVENT WILL WE BE LIABLE FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF OR DAMAGE TO CROPS, INCONVENIENCE, COMMERCIAL LOSS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER.



## BANDIT 1290 CONVENTIONAL DRUM BRUSH CHIPPER



Name	Value
<b>Dimensions</b>	
└-Width	90"
└-Height	96"
└-Length	151"
└-Weight	4,400 pounds
<b>Tires and Axles</b>	245/75R, 16" tires with 7,000 pound electric brake axle
<b>Tongue Jack</b>	
└-Capacity	5,000 pound
└-Type	manual
<b>Steel Fuel Tank Capacity</b>	23 1/2 gallons
<b>Towing Hitch</b>	
└-Pintle	2 1/2"
└-Ball	2"
<b>Infeed Hopper Opening</b>	
└-Height	26 1/2"
└-Width	52"
<b>Chipper Capacity</b>	12"
<b>Throat Opening</b>	
└-Height	10"
└-Width	12"
<b>Frame</b>	2" X 6" tubing, 3/16" thick
<b>Belts</b>	Banded (4) 5V section, V belts
<b>Electrical</b>	12 volt, with 6 prong mating connector
<b>Bearings</b>	50,000 hour pillow lock bearings
<b>Rotor operating speed</b>	2500 RPM's
<b>Discharge chute</b>	12 guage steel, 11" X 11" X 76"
<b>Rotor dimensions</b>	11 1/2" diameter X 12", machined carbon steel
<b>Rotor shaft</b>	2 15/16" diameter
<b>Chipper blades</b>	(4) 3/8" x 3" x 12"
<b>Rotor bearings</b>	tapered roller bearings
<b>Flywheel dimensions</b>	3" wide X 26" diameter
<b>Flywheel weight</b>	440 pounds, providing 200,000 pounds of uniform chipping action
<b>Cutter bar</b>	1" square X 12" long
<b>Engine</b>	V-3600T-10712                      Kubota 84.5 (Tier 3)                      Diesel