



ERIC HOOK  
207-785-4464 ext.  
eric.hook@uatne.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** UNITED AG & TURF NE LLC

**Commodity Line #:** 1

**Commodity Code:** 02004

**Commodity Description:** Brush and Tree Chippers

**Commodity Specifications:**

**Commodity Extended Description:** Wood Chippers, 12", Trailer Mounted, Self Feeding

|                                     |  |                                      |
|-------------------------------------|--|--------------------------------------|
| <b>Quantity</b><br>0.00000          | <b>UOM</b>                             | <b>Unit Price</b><br>0.000000        |
| <b>Delivery Days</b><br>180         | <b>Free On Board</b>                   |                                      |
| <b>Contract Amount</b><br>0.00      | <b>Service Start Date</b>              | <b>Service End Date</b>              |
| <b>Catalog Name</b><br>Wood Chipper | <b>Discount</b><br>0.0000 %            |                                      |
|                                     | <b>Discount Start Date</b><br>06/01/23 | <b>Discount End Date</b><br>06/30/25 |

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:  
*David Morris* 6/5/2023  
2A644AF5681F482...  
\_\_\_\_\_  
Signature Date

David Morris, Acting Chief Procurement Officer

and

UNITED AG & TURF NE LLC

DocuSigned by:  
*Eric Hook* 6/5/2023  
CB198F2559504E8...  
\_\_\_\_\_  
Signature Date

Eric Hook, Sales Professional

**RIDERS**

|                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply) |
| <input checked="" type="checkbox"/> | Rider A – MA User Information and/or Specifications  |
| <input checked="" type="checkbox"/> | Rider B – Terms and Conditions   |
| <input type="checkbox"/>            | Rider C - Exceptions   |
| <input checked="" type="checkbox"/> | Bid Cover Page and Debarment Form – Appendix A from RFQ  |
| <input checked="" type="checkbox"/> | Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ                 |
| <input checked="" type="checkbox"/> | MaineDOT Certification, Appendix F from RFQ 17D 230501-262   |
| <input checked="" type="checkbox"/> | MaineDOT Terms and Conditions, Appendix G from RFQ 17D 230501-262  |

**RIDER A**  
**Master Agreement User Information and/or Specifications**  
**MA 23230530-161**

**Commodity:** Wood Chippers, 12", Trailer Mounted, Self-Feeding

**The State reserves the right to add other similar items or commodities to the Master Agreement (MA) if it's in the State's best interest but does not obligate the State to purchase similar noncontracted items or commodities from the vendor.**

**Master Agreement Competitive Bid RFQ:** 17D 230501-262

**Contract Period:** Through June 30, 2025. The State of Maine with vendor approval can opt to issue up to one (1) two (2) year and one (1) one (1) year extensions.

**Vendor Contact Person:** The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

**Name:** Eric Hook    **Tel:** 207-785-4464    **Email:** [eric.hook@UATNE.com](mailto:eric.hook@UATNE.com)

**Prices:** Prices are with shipping terms of "Free on Board (FOB) – Destination". The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

**Price and Rate Guarantee Period:** All quoted prices and rates must be guaranteed for and must remain firm for minimally one year of the initial contract period. Any approved price or rate adjustments must be held firm for minimally one year or the remainder of the contract period if there is less than one year remaining. Price adjustment requests must be made by the vendor(s) at least sixty (60) days prior to the effective date. Requests for price adjustments must include sufficient documentation from the manufacture documenting the request is based on the vendor's actual cost increases. The price adjustment will not go into effect until the contract amendment has been fully approved by the State of Maine.

**Quantities:** It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

**Ordering Procedures:** Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be emailed to the email address referenced on the MA as a .pdf file. Orders less than \$5000.00 can be placed using a State of Maine issued P-Card (credit card).

**Using Departments:** MaineDOT is the requesting department however all State of Maine Agencies will be permitted to use the resulting Master Agreement Contract.

**Shipping Points:** All units ordered by the MaineDOT will be delivered to Augusta Maine. Exact address will be provided when the order is placed. Orders from other State of Maine Agencies may require delivery be made statewide.

**Delivery:** The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.



**United Ag & Turf**  
 1987 Heald Highway  
 Union, ME 04862  
 US  
 207-785-4464 (Phone)

## BID SPECIFICATIONS

### MODEL 200XP (12" DISC STYLE)

**Generated By:**

United Ag & Turf

**Generated On:**

May 15, 2023 10:19 AM

This unit shall be a Bandit Industries, Inc. Model 200XP (12" Disc Style) or equal.

The column on the left lists the specifications required, thus establishing the type of equipment for which bids are to be submitted. Bidder must fill in the column on the right side with a check mark or an "X", signifying model being bid meets this specification; or if different, with the specification of the model being quoted.

| SPECIFICATION   | BIDDER REPLY             |                          |         |
|---|--------------------------|--------------------------|---------|
|   | YES                      | NO                       | COMMENT |
| <b>Measurements</b>   |                          |                          |         |
| <b>Capacity:</b> 12"  | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Throat Opening:</b> 14" x 17" (tooth to tooth opening height is 12")   | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Feed Rate:</b> 120 FPM producing a 5/8" chip   | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Noise Level:</b> 80 decibels at 50' (360 degrees around)   | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Dimensions</b>   |                          |                          |         |
| <b>Length (with infeed tray closed):</b> 172"   | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Length (with infeed tray open):</b> 202"   | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Width:</b> 72"   | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Height:</b> 100"   | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Weight:</b> 5,500 pounds (approximate) with gas engine   | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Tongue Weight:</b> 600 pounds (approximate)  | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Engine</b>   |                          |                          |         |
| <b>Options:</b> 74 to 145 gas and diesel engine options   | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Clutch:</b> NACD spring loaded or over center  | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Radiator Guards:</b> To include (2) radiator guards mounted in front of radiator to protect from damage  | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Mount:</b> (2) adjustable mounts are provided to secure belt tension   | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Drive:</b> 4/BX87 drive belts  | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Reversing auto feed control system:</b> Included with Bandit control panel   | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Chassis</b>  |                          |                          |         |
| <b>Frame:</b> Mainframe is made from 3/16" X 2" x 6" rectangular tubing with a 1/4" X 3" X 6" tongue  | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Suspension:</b> Single 7,000 pound Torflex EZ-lube axle  | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Brakes:</b> Electric   | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Tires:</b> ST235/80R16 Load Range "E" mounted on 8 Bolt White Spoke Rims   | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Fenders:</b> Preformed 12 gauge aluminum tread brite fenders with mud shields  | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Hitch:</b> 2 Position hitch mounting plate with a 2 1/2" pintle hitch. Equipped with 5/16" link type chains and safety chain hooks and lock clips. | <input type="checkbox"/> | <input type="checkbox"/> |         |

**Tongue Jack:** 8,000 pound "Bulldog" tongue jack, adjustable for height with 15" travel capacity and stationary foot pad.

**Top Feed Wheel Jack Mount:** Standard (Note: if hydraulic lift cylinder is ordered jack mount is not included).

| <b>Electrical</b>   | <b>YES</b>               | <b>NO</b>                | <b>COMMENT</b> |
|---|--------------------------|--------------------------|----------------|
| <b>Battery:</b> (1) 1,000 CCA battery   | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Electrical Plug:</b> Sure flex 12' long coiled cord with 6 round plug  | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Taillights:</b> (2) LED stop/turn/taillights   | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Terminal Junction Box:</b> 7 terminal heavy-duty junction box  | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Clearance Lights:</b> (4) LED side clearance lights  | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>License Plate Mount:</b> (1) License plate mount with LED light  | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Taillight Covers:</b> Standard   | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Feed System</b>  | <b>YES</b>               | <b>NO</b>                | <b>COMMENT</b> |
| <b>Type:</b> Slide Box  | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Down Pressure Springs:</b> (2) 17" long adjustable "easy climb" down pressure springs.   | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Adjustments For Springs:</b> (4) adjustments are provided that will allow for 0" to 6" of travel before you start spring tension   | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Yoke Sides:</b> Slides for the box are (4) 1" X 1" X 11 1/2" replaceable "Phenolic" wear strips  | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Feed Wheels:</b> (2) horizontal  | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Feed Wheel Dimensions:</b> 16 3/8" wide x 7 1/2" diameter  | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Feed Wheel Teeth:</b> Top & bottom wheels are equipped with special non-wrapping knife edge teeth, 1" high, full length of wheel. Top feed wheel has (8) teeth, and bottom feed wheel has (16) teeth | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Feed Wheel Shafts:</b> 2"  | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Feed Wheel End Caps:</b> Toothed to eliminate wrapping around shafts   | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Sharpened Scraper Bar:</b> Mounted behind bottom feed wheel to reduce wrapping   | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Number of Hydraulic Motors:</b> (2)  | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Displacement:</b> 15.9 CID   | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Feed wheel motor torque (each 6,329 (inch / pounds) feed wheel):</b>   | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Feed wheel pulling power (each 1,688 (pounds) feed wheel):</b>   | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Attachment:</b> Tapered fit coupling system  | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Infeed Hopper Dimensions:</b> 29" high x 45" wide  | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Infeed Thickness:</b> 3/16" thick  | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Infeed Tray:</b> 30" fold down infeed tray   | <input type="checkbox"/> | <input type="checkbox"/> |                |
| Also to include a safety control bar located on three sides of infeed hopper to allow actuation of feed wheels forward/neutral/reverse. The control bar is supported by (2) 1" threaded rods.           |                          |                          |                |
| <b>Feed Roller to End of Infeed 66"</b>   | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Table:</b>   |                          |                          |                |
| <b>Infeed Slope:</b> 3 degrees  | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Bottom Clean Out Door:</b> Included  | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Hydraulic Lift Cylinder:</b> Optional  | <input type="checkbox"/> | <input type="checkbox"/> |                |
| <b>Cutting System</b>   | <b>YES</b>               | <b>NO</b>                | <b>COMMENT</b> |



|   |                          |                          |
|---|--------------------------|--------------------------|
| <b>Style:</b> Disc  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Dimensions:</b> 40" diameter x 2" thick with 1" hub  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>RPM:</b> 1,150 RPM's   | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Knife Pockets:</b> (2), each pocket holds two knives   | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Knives:</b> (4) 1/2" thick X 4 1/2" wide X 7 1/4" long   | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Thrower:</b> (2) disc fan blades 4" x 4" x 12 ". These blades assist with throwing chips, fully loading chip vans.   | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Anvil:</b> (4-sided) 1/2" thick x 4 1/2" x 13 3/4"   | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Chipper Shaft:</b> 4" diameter chipper shaft at hub, held in place by a 3/4" thick X 7 1/2" diameter steel lock ring and (4) 5/8" grade 8 hardness bolts.  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Chipper Bearings:</b> (2) 2 7/16" bore, 4-bolt Flange mount, greasable and easily replaceable bearings.  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Chipper Hood:</b> Hinged chipper hood to be constructed of 3/16" gauge steel and fold back for easy access to disc. Transition half of hood to be constructed of 3/16" material. Hood is held in place with (1) 1" diameter locking pin. | <input type="checkbox"/> | <input type="checkbox"/> |

| Construction  | YES                      | NO                       | COMMENT |
|---|--------------------------|--------------------------|---------|
| <b>Chipper Base (Front):</b> 1/2"                           | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Chipper Base (Back):</b> 1/2"                            | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Belly Band:</b> 1/4"                                     | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Right Throat Side:</b> 1/2"                              | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Left Throat Side:</b> 1/4"                               | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Throat Bottom:</b> 1/4"                                  | <input type="checkbox"/> | <input type="checkbox"/> |         |
| Hydraulic System  | YES                      | NO                       | COMMENT |
| <b>Type:</b> Open Center                                    | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Filtration:</b> 3 Micron return, 100 micron suction      | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Pump:</b> Gear style                                     | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Pump GPM:</b> 7-8  | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Relief Pressure:</b> 2,500 PSI                           | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Hydraulic Hoses:</b> 1/2" & 5/8" single and double braid | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Hydraulic Hose Burst Pressure:</b> 12,000 PSI            | <input type="checkbox"/> | <input type="checkbox"/> |         |
| Discharge   | YES                      | NO                       | COMMENT |
| <b>Swivel:</b> 360 degree manual swivel                     | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Deflector:</b> 3 position manual chip deflector          | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Hand Crank Swivel Discharge:</b> Standard                | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Hand Crank Height Discharge:</b> Standard                | <input type="checkbox"/> | <input type="checkbox"/> |         |
| Fuel Tank   | YES                      | NO                       | COMMENT |
| <b>Capacity:</b> 24 1/2 gallon steel fuel tank              | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Mount:</b> Rubber Shock Mounted                          | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Magnetic Drain Plug:</b> Standard                        | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Sight Gauge:</b> Standard                                | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Lockable Filler Caps:</b> Standard                       | <input type="checkbox"/> | <input type="checkbox"/> |         |
| Hydraulic Tank  | YES                      | NO                       | COMMENT |
| <b>Capacity:</b> 12 gallon steel hydraulic tank             | <input type="checkbox"/> | <input type="checkbox"/> |         |
| <b>Mount:</b> Rubber Shock Mounted                          | <input type="checkbox"/> | <input type="checkbox"/> |         |

**Magnetic Drain Plug:** Standard

**Sight Gauge:** Standard

**Lockable Filler Caps:** Standard

**Paint**

**YES NO COMMENT**

**Colors:** Two standard colors available: Bandit yellow or Green (additional colors available for an additional charge)

**Battery / Tool Boxes**

**YES NO COMMENT**

**Battery Box:** Aluminum

**Tool Box:** Aluminum

**Safety Features**

**YES NO COMMENT**

**Safety Features:** Guards covering all moving parts Chipper hood engine disable plug Disc Lock bar Wooden Pusher Paddle Mechanical spring lock pin for hood pin (2) last chance pull cables (patented) safety control bar

**IMAGE**



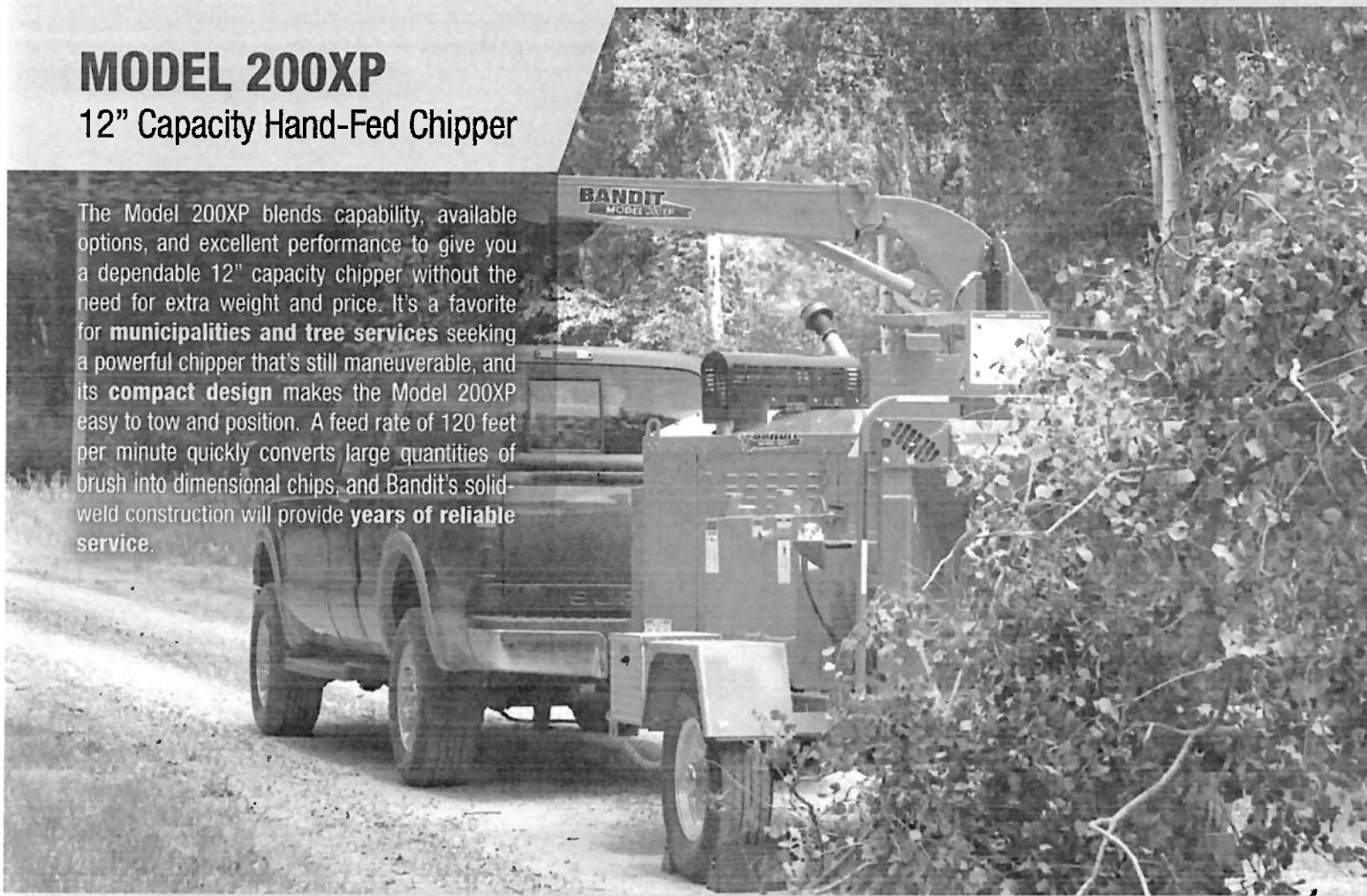
*\* Bandit Industries, Inc. reserves the right to modify any and all specifications as it see fit, without notice.*

**Close** **Print**

# MODEL 200XP

## 12" Capacity Hand-Fed Chipper

The Model 200XP blends capability, available options, and excellent performance to give you a dependable 12" capacity chipper without the need for extra weight and price. It's a favorite for **municipalities and tree services** seeking a powerful chipper that's still maneuverable, and its **compact design** makes the Model 200XP easy to tow and position. A feed rate of 120 feet per minute quickly converts large quantities of brush into dimensional chips, and Bandit's solid-weld construction will provide **years of reliable service**.



### PRODUCTIVE IN ALL SETTINGS

Found in utility line maintenance operations, growing professional tree services, along the streets of municipalities, and even in rental store outlets, the Model 200XP carries on the rugged reputation and longstanding durability traits of Bandit 12" capacity chippers from years of tested use and experience. Add an optional hydraulic winch, and this machine can be the ultimate in power, portability, and productivity.

### THE NEED FOR FEED

Bandit chippers are notably easier to feed, starting with an expansive 45" wide sloping infeed tray that will ensure a smooth flow of material. Two horizontal feed wheels 7-1/2" diameter x 16-3/8" wide powered by two 15.9 CID hydraulic motors grip, fold, compress, and pull material at about 120 feet per minute into the 14" tall by 17" wide throat opening. Brushy, limby, leafy, and lengthy material are within this machine's diet.

### MAXIMIZE YOUR UPTIME

The most common maintenance items are easy to access on Bandit chippers, so daily maintenance is quick and simple. Bolt-in knives are easy to change through the chipper hood, and all service areas are conveniently located, including all grease points.

### THE PERFECT GEOMETRY

The Model 200XP uses a chipping disc placed at a 45-degree angle to the infeed opening, making it effective at chipping small diameter logs and brush because the cutting action is more inline with the grain of the wood and incoming material. Weight is distributed on a sturdy, balanced frame that provides necessary reinforcement for chipping, meaning less vibration and stress on components, leading to longer life.



# Bandit

EMPLOYEE-OWNED

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

FIND US ONLINE     [WWW.BANDITCHIPPERS.COM](http://WWW.BANDITCHIPPERS.COM)

Hand-Fed Chippers • **Stump Grinders** • Whole Tree Chippers  
The Beast® Horizontal Grinders • Track Carriers • Attachments

All specifications, dimensions and options are subject to change without notice and were current at the time of printing. Dimensions may vary depending on options and engines selected. Bandit Industries, Inc. reserves the right to change designs, specifications and options without prior notice. © 2012 Bandit Industries, Inc. All Rights Reserved.

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

**SPECIFICATIONS****MEASUREMENTS**

|                 |                             |            |
|-----------------|-----------------------------|------------|
| Length:         | 16' 10"                     | 513 cm     |
| Width:          | 6'                          | 182 cm     |
| Height:         | 8' 4"                       | 254 cm     |
| Weight:         | 6,000 lbs.                  | 2,721.5 kg |
| Engines:        | 74 - 145 HP (55.2 - 108 kW) |            |
| Fuel Tank:      | 29 gallon                   | 109.8 L    |
| Hydraulic Tank: | 13 gallon                   | 49.2 L     |

**TOWABLE****DIMENSIONS**

|           |                         |                          |
|-----------|-------------------------|--------------------------|
| Capacity: | 12"                     | 30.5 cm                  |
| Opening:  | 14" high x 17" wide     | 35.6 cm x 43.2 cm wide   |
| Disc:     | 40" diameter x 2" thick | 102 cm dia. x 5 cm thick |
| RPM:      | Approximately 1,150 RPM |                          |

Hitch: 2-1/2" (6.35cm) pintle hitch w/ safety chains and hooks

Feed System: Slide box feed system with adjustable down pressure springs, (2) 7-1/2" (19.05 cm) diameter by 16-3/8" (41.6 cm) wide horizontal feed wheels powered by (2) 15.9 CID hydraulic motors with bottom clean out door.

Discharge: 360° hand crank swivel discharge with 12" (30.5 cm) adjustable chip deflector

Frame: Main frame constructed with 3/16" x 2" x 6" (0.48 x 5.08 x 15.24 cm) rectangular tubing, with a 1/4" x 3" x 6" (0.64 x 1.60 x 15.24 cm) tongue.

**UNDERCARRIAGES**

Towable: (1) 7,000 lb. (3,175 kg) axle with (2) ST235/80R 16" tires, mounted on 8-bolt white spoke rims

Track: Rugged track undercarriage

**Standard & Custom Colors Available**

Choose from two standard colors, or select a custom color to match your fleet.



Bandit Yellow

Green

**COMMITTED TO QUALITY & PRODUCTIVITY**

Since 1983, Bandit has manufactured equipment for a multitude of wood waste processing markets. The vision since the beginning, is to build quality, highly productive, easy to maintain equipment providing years of dependable service.

The commitment for quality, innovation and dedication is instilled in every employee and is one of the main reasons why Bandit became an Employee-Owned Company (ESOP) in 2018. These core values ensure each Bandit machine will leave the factory ready to exceed your expectations.

**MODEL 200XP FEATURES**

- **Rope/Line Shear Device (standard)**  
Provides an improved chance that rope or lines inadvertently entering the chipper may be cut
- **Last Chance Cables (standard)**  
Stops/reverses the feed wheel when pulled in case of an emergency
- **Operator Safety Control Bar (standard)**  
Wraps around 3 sides of the infeed chute & controls the direction of feed wheels
- **Wood Pusher Paddle (standard)**  
Used to feed small wood debris into the chipper
- **Chipper Hood Pin w/Padlock (standard)**  
Prevents unauthorized access to the disc or drum
- **Chipper Hood Engine Disable Plug (standard)**  
Prevents engine from being started without the hood pin in place
- **Hydraulic Bottom Bump Bar (option)**  
Stops feed wheels via mechanical connection when bumped, diverting hydraulic power away from the feed wheels

**Bandit Offers a Complete Line of Tree Care Equipment:**  
Hand-Fed Chippers • Stump Grinders • Whole Tree Chippers  
The Beast® Horizontal Grinders • Track Carriers • Attachments

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

Bandit Industries ("Bandit Industries" or "Manufacturer") warrants all new equipment which is manufactured by the Manufacturer and purchased by the initial end-user customer ("Customer") from an authorized dealer to be free from defects in materials and workmanship and for a period equal to the Warranty Period (as defined herein), subject, however, to the Customer's strict compliance with all of the terms and conditions set forth in this Limited Warranty ("Warranty").

For any valid Warranty claim, the Manufacturer will at its sole option replace or repair at a point designated by the Manufacturer, any parts which were defective in material or workmanship during the Warranty Period. The Manufacturer is not responsible for labor, consequential damages, traveling expenses, down time expenses, or shipping and freight charges.

### **Warranty Period**

For purposes hereof, the "Warranty Period" shall commence upon the Warranty Commencement Date (as defined herein) and continue for the lesser of one (1) year or 2,000 operating hours, whichever comes first. The "Warranty Commencement Date" shall mean the earlier of the following dates: (a) the date of sale of the equipment to the Customer, (b) one (1) year after delivery of the equipment to the authorized dealer, (c) for equipment which is used as a rental, lease or loaner, the first day in service, or (d) for equipment which is used in demonstrations, upon accumulation of 75 hours of operation. Bandit Industries may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

This Warranty takes effect upon the Warranty Commencement Date provided that the Warranty Validation Form is completed, signed and returned to Bandit Industries in accordance herein within 10 business days after the Warranty Commencement Date. The Warranty is **NULL AND VOID** if the Warranty Validation Form is not completed as required under this Warranty, signed and returned within 10 business days after the Warranty Commencement Date.

THIS WARRANTY AND ANY POSSIBLE LIABILITY OF BANDIT INDUSTRIES, IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY NONCONTRACTUAL LIABILITIES INCLUDING PRODUCT LIABILITIES BASED UPON NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO CERTAIN CUSTOMERS. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, BANDIT INDUSTRIES LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

BANDIT INDUSTRIES WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, OR LOST PROFITS RESULTING FROM ANY BREACH OF THIS WARRANTY.

All parties involved agree that the Customer'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 equipment. The Customer also agrees that no other remedy (including but not limited to lost profits, consequential or incidental loss) shall be available to Customer.

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

### **Exclusions and Limitations**

This Warranty will not apply if the equipment is operated or repaired with replacement parts or equipment not manufactured or recommended by Bandit Industries.

This Warranty will not apply if the equipment is not operated in the manner recommended by the Manufacturer. The following examples would void the Warranty:

1. The completed Warranty Validation Form was not timely or accurately submitted within 10 business days after the Warranty Commencement Date.
2. The equipment was misused, abused, neglected, modified 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 equipment was involved in, or damaged by an accident, disaster or hazard (such as fire, flood, wind or lightning), or other actions or events beyond Bandit Industries' reasonable control.
6. The equipment was damaged during shipment or from any type of foreign material.

This Warranty will not apply if all scheduled maintenance as explained in the Operators Manuals has not been timely and properly completed. The Customer is responsible for all scheduled maintenance as explained in the Operators Manuals. Accident, fire, Improper maintenance or any other negligence, including failure to adjust, tighten, or replace wear items (such as knives, anvil, teeth, belts, lubrication fluids, bearings, filters, hydraulic components, loose nuts or bolts, etc.) will void this Warranty.

This Warranty will not apply if the equipment is re-sold to a customer or dealer or the Customer purchased the equipment from a person or entity which is not an authorized dealer. This Warranty is not assignable and any assignment or other transfer of this Warranty shall be null and void.

This Warranty does not cover or apply to consumables, such as hydraulic oil or fluids.

All components and parts being returned for Warranty Consideration must be complete and assembled when delivered. Warranty will be denied if the failed component has been disassembled at any point in time. Hydraulic components and parts must be returned assembled with all fluid ports capped or plugged and free of foreign contamination, or Warranty will be denied. Any defective part replaced under this Warranty becomes the property of Bandit Industries. The replacement part will be covered under the standard Warranty for the remainder of the original Warranty Period.

Any parts that are requested to be returned for warranty evaluation must have an RMA # assigned to them by Bandit Industries. Any components returned without the proper paperwork will automatically be discarded and the warranty denied.

Bandit Industries warrants all new parts which are manufactured by the Bandit Industries and purchased by the Customer outside of this Warranty from an authorized dealer to be free from defects in materials and workmanship for a period of 90 days from date of purchase; provided, however, such warranty shall apply to parts only and not labor.

#### **NOTICE**

This Warranty applies only to new and unused equipment or parts thereof manufactured by Bandit Industries and does not apply to components thereof which are not manufactured by Bandit Industries. This Warranty is also void if the equipment is modified or operated with any replacement parts or equipment not manufactured or recommended by Bandit Industries. Any replacement parts not purchased or approved by Bandit Industries in its sole discretion will not be covered under warranty.

All other components which are not manufactured by Bandit Industries are subject to any warranty provided by their respective manufacturers (i.e. engines, axles, hydraulic pumps and motors, clutches, tires, batteries, etc.). Even though certain warranties are not handled through Bandit Industries, the warranty procedure for those components should be facilitated through Bandit Industries or your nearest authorized dealer. Bandit will provide a pass through warranty with these outside vendors on the customer/dealers behalf, but it is ultimately up to the respected vendors discretion if the components are indeed warrantable failures or not.

#### **EXAMPLES OF COMPONENTS WARRANTIED BY THE COMPONENT MANUFACTURER (AND NOT BANDIT INDUSTRIES):**

- Engines
- Clutches
- Hydraulic Components
- Electronic Components
- Batteries
- Belts
- Bearings
- Axles
- Rims & Tires
- Tracks
- Teeth
- Knives

#### **NOTICE**

Clutch and engine maintenance (air filter maintenance, oil changes, oil filter maintenance, etc.) are important

**INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET**

Please complete the checklist for technical specifications set forth below.

**Electronically enter responses directly into the text-enabled fields next to each specification, including actual dimensions when applicable.** Each Bidder must indicate whether it can meet the technical specifications by inserting an “X” next to each specification. The “X” will demonstrate that the Bidder’s offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must give an explanation for each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation.

**If a Bidder fails to provide requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive. The award will be made on a best value basis to the vendor that either meets or most closely meets the specifications, while taking price and delivery into consideration.**

It is understood that all specifications are minimums. Equivalent bid specifications may be considered. To have an “Equivalent Bid Specification” evaluated, the bidder must provide specifications and details for all specifications bid as “Equivalent Bid Specification.” Bids missing this information may be rejected.

**The following abbreviations must be used:**

|            |                                     |
|------------|-------------------------------------|
| <b>X</b>   | <b>Standard or as specified</b>     |
| <b>N/A</b> | <b>Not Available</b>                |
| <b>DI</b>  | <b>Dealer Installed</b>             |
| <b>EQ</b>  | <b>Equivalent Bid Specification</b> |

|            | <b>1.0 CHIPPER</b>  | <b>Abbreviation</b> | <b>Actual Dimension</b> | <b>Notes</b> |
|------------|---|---------------------|-------------------------|--------------|
| <b>1.1</b> | Chipper shall have a minimum in-feed capacity of 12”.   | <b>X</b>            |                         |              |
| <b>1.2</b> | Chipping disc shall be a minimum diameter of 40”x 2” with a minimum of Four (4) chipper knives. | <b>X</b>            |                         |              |

|                   |  |                     |                         |              |
|-------------------|--|---------------------|-------------------------|--------------|
| 1.3               | Chipper shall have a minimum throat opening of 12" x 15" at feed roll.   | X                   | 14"X17"                 |              |
| 1.4               | Chipper shall have a double hydraulically driven feed roll assembly with serrated teeth.   | X                   |                         |              |
| 1.5               | Continuous 360° rotation of discharge chute.   | X                   |                         |              |
| 1.6               | Deflector shall be easily adjustable without the use of tools.   | X                   |                         |              |
| 1.7               | Deflector chute minimum height from ground shall be 80".   | X                   |                         |              |
| 1.8               | In-feed chute minimum height from ground shall be 17" inches.  | X                   |                         |              |
| 1.9               | The in-feed rolls shall have a forward/neutral/reverse control valve.  | X                   |                         |              |
| 1.10              | Feed system will be equipped with a safety stop.   | X                   |                         |              |
| 1.11              | Feed system shall be automatic reversing type.   | X                   |                         |              |
| 1.12              | Hydraulic oil tank shall have a lockable fill cap.   | X                   |                         |              |
| <b>2.0 ENGINE</b> |  | <b>Abbreviation</b> | <b>Actual Dimension</b> | <b>Notes</b> |
| 2.1               | Heavy-duty 4-cylinder engine shall be Diesel fueled with tier IV certification (minimum). Bidders shall certify the chipper engine supplied pursuant to this RFQ and contract shall meet tier IV emission standards certification in accordance with 40CFR Part 1039. <b>Information is required with bid.</b> | X                   |                         |              |
| 2.2               | The engine shall have a minimum of 74 Hp per SAE J 1349 or largest engine available or equivalent bid specification.   | X                   |                         |              |



|             |   |          |  |  |
|-------------|---|----------|--|--|
| <b>2.3</b>  | Exhaust emissions and noise level shall comply with all applicable Federal and State of Maine standards and spark arrestor muffler.   | <b>X</b> |  |  |
| <b>2.4</b>  | The engine shall have an automated shut down that is regulated by the oil pressure and coolant temperature.   | <b>X</b> |  |  |
| <b>2.5</b>  | The oil pan shall have a magnetic drain plug.   | <b>X</b> |  |  |
| <b>2.6</b>  | Shall have spin-on, extreme-duty oil filtration.  | <b>X</b> |  |  |
| <b>2.7</b>  | The air filter shall be a heavy-duty dry-type with Dual stage, centrifugal air pre-cleaner and air restrictor indicator.  | <b>X</b> |  |  |
| <b>2.8</b>  | The unit shall have on-board diagnostics.   | <b>X</b> |  |  |
| <b>2.9</b>  | Engine shall have a cold weather starting aid (glow plug design).   | <b>X</b> |  |  |
| <b>2.10</b> | Engine shall have a minimum 12-volt electrical system with a minimum 40-amp alternator.   | <b>X</b> |  |  |
| <b>2.11</b> | Engine shall have a minimum 1000 CCA battery.   | <b>X</b> |  |  |
| <b>2.12</b> | Exhaust shall have a rain cap, if necessary.  | <b>X</b> |  |  |
| <b>2.13</b> | Shall have an exterior adjustable, spring-loaded clutch.  | <b>X</b> |  |  |
| <b>2.14</b> | Fuel tank shall have a minimum 24-gallon capacity with fuel gauge. Tank shall be isolated to prevent vibration damage and have a lockable fill cap.   | <b>X</b> |  |  |
| <b>2.15</b> | Instrument panel shall be isolated and include, but not limited to: amp meter and volt gauge, tachometer, Hobbs hour meter wired in such a way to run only when the engine runs, temperature gauge, oil gauge | <b>X</b> |  |  |

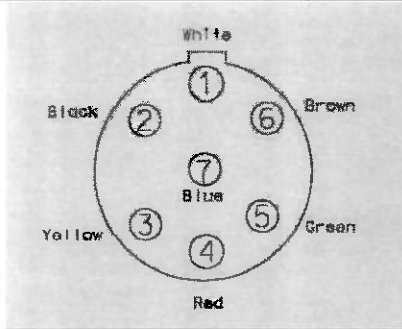
|             |  |          |  |  |
|-------------|--|----------|--|--|
|             | and key switch, all to be mounted on the curb side.  |          |  |  |
| <b>2.16</b> | Engine shall be supplied with an 110V, 1,500-watt block heater   | <b>X</b> |  |  |
| <b>2.17</b> | Manually operated master battery disconnect switch <u>must</u> be mounted in a place readily accessible to operator for <b>Lock-Out Tag Out</b> . Cole Hersee switch is M-284 battery switch and the lock-out level is 2405 or equivalent bid specification. | <b>X</b> |  |  |

| <b>3.0 COOLING SYSTEM</b> |   | <b>Abbreviation</b> | <b>Actual Dimension</b> | <b>Notes</b> |
|---------------------------|---|---------------------|-------------------------|--------------|
| <b>3.1</b>                | The radiator shall be rubber mounted, of heavy-duty design and construction for cooling of engine under heavy workload and cleanable fine screen. | <b>X</b>            |                         |              |
| <b>3.2</b>                | Shall have extended life antifreeze for -35° Fahrenheit.  | <b>X</b>            |                         |              |
| <b>3.3</b>                | The radiator coolant hose shall be silicone type or equivalent bid specification.   | <b>X</b>            |                         |              |

| <b>4.0 LIGHTS AND WIRING</b> |  | <b>Abbreviation</b> | <b>Actual Dimension</b> | <b>Notes</b> |
|------------------------------|--|---------------------|-------------------------|--------------|
| <b>4.1</b>                   | Exterior lighting to include marker lamps, stop and turn signals license plate light and bracket, all lights must be rubber mounted LED. Exterior lights must conform to ICC wiring and have stop/taillights independent of directional lights (see wiring diagram for details). | <b>X</b>            |                         |              |

| <b>Circuits</b>                               | <b>Code #</b> | <b>Marking</b> | <b>Color Code</b> |
|---|---------------|----------------|-------------------|
| Ground  | 1             | W              | White             |
| Clearance, Side Marker & Identification Lamps | 2             | BK             | Black             |
| Left Turn & Hazard Signal                     | 3             | Y              | Yellow            |

|  |   |    |       |
|--|---|----|-------|
| Stop Lamps & Anti-Lock Devices             | 4 | R  | Red   |
| Right Turn Signal & Hazard Signal          | 5 | G  | Green |
| Tail, Rear Clearance Marker, & Plate Lamps | 6 | BR | Brown |
| Auxiliary Circuit/ Electric Brakes or ABS  | 7 | BL | Blue  |



|     |   |   |  |  |
|-----|---|---|--|--|
| 4.2 | Taillights and marker lights shall be located in a light bar above the feed throat opening.   | X |  |  |
| 4.3 | Shall have a Class 1 strobe light wired into trailer marker light circuit.  | X |  |  |
| 4.4 | The trailer shall be wired for ICC and shall include two taillights on each side.   | X |  |  |
| 4.5 | All exterior trailer wiring shall be run in suitable weather-resistant loom or conduit which terminates in a weatherproof junction box on the tongue of the trailer.  | X |  |  |
| 4.6 | The trailer umbilical which leads to the truck light socket should terminate with a seven (7) prong male plug and the part number is (PHI 15730). This plug shall have round pins <b>not the flat R.V type</b> and begin at the weather-tight junction box. | X |  |  |

|                    |   |                     |                         |              |
|--------------------|---|---------------------|-------------------------|--------------|
| 4.7                | All wire splices shall be either soldered or barrel connected and covered with automotive type shrink tubing (Scotch type wire connections and/or electrical tape are not acceptable in any application). | X                   |                         |              |
| 4.8                | All wiring must be protected by wire loom and be weatherproof, soldered connections and heat shrink wrap must be used on all wiring.  | X                   |                         |              |
| 4.9                | All wiring and hoses shall be mounted, routed, and fastened in a professional manner to prevent chafing, rubbing, etc.  | X                   |                         |              |
| 4.10               | Electric brakes required, to include emergency break-away system.   | X                   |                         |              |
| <b>5.0 TRAILER</b> |   | <b>Abbreviation</b> | <b>Actual Dimension</b> | <b>Notes</b> |
| 5.1                | Unit shall come equipped with a pintle eye with the dimensions of 3" I.D. eye with a 1 5/8" section drawbar and have the capability of vertical adjustment of 18" to 32".                                 | X                   |                         |              |
| 5.2                | Shall have minimum of two (2) 3/8" inch grade 80 safety chains with slip safety hooks with OSHA approved spring-loaded safety latches.  | X                   |                         |              |
| 5.3                | Trailer axle shall be of a minimum capacity of 7,000 lbs., with a Torflex design suspension preferred.  | X                   |                         |              |
| 5.4                | Trailer shall have steel fenders. Fenders shall be bolt on heavy-duty design that will withstand the vibration of the machine.  | X                   |                         |              |
| 5.5                | Trailer tongue shall be of sufficient length to allow the unit to be towed by a single axle or two (2) axle dump truck with a body apron (Heavy-Duty telescoping type drawbar is acceptable).             | X                   |                         |              |

|                             |  |                     |                         |              |
|-----------------------------|--|---------------------|-------------------------|--------------|
| 5.6                         | Trailer frame and tongue shall be designed and constructed of material appropriate for the weight of the unit including a reasonable reserve.      | X                   |                         |              |
| 5.7                         | Trailer shall have a screw type tongue jack adjustable for height, properly rated with a capacity large enough for weight of Chipper plus reserve. | X                   |                         |              |
| 5.8                         | Toolbox shall accommodate grease gun. 25" in length x 9" in width x 9" in height.  | X                   |                         |              |
| <b>6.0 TIRES AND WHEELS</b> |  | <b>Abbreviation</b> | <b>Actual Dimension</b> | <b>Notes</b> |
| 6.1                         | Trailer shall be equipped with minimum 235/80R16, 10-ply (load range E or equivalent bid specification) tires.                                     | X                   |                         |              |
| 6.2                         | The tires shall be Bridgestone/Michelin preferred or equivalent bid specification.   | X                   |                         |              |
| 6.3                         | Shall be one-piece heavy-duty wheel that is tubeless design, with baked-on white powder coat paint.  | EQ                  | GRAY PAINTED STEEL RIM  |              |
| 6.4                         | Trailer shall come with spare tire of the same size, load range and wheel design mounted on the trailer.   | X                   |                         |              |
| <b>7.0 PAINT</b>            |  | <b>Abbreviation</b> | <b>Actual Dimension</b> | <b>Notes</b> |
| 7.1                         | All metal shall be free of rust and mill scale and prepared (bead blasted) for primer and finish paint coat.                                       | X                   |                         |              |
| 7.2                         | A two (2) part epoxy primer shall be applied to prepared metal surface to the minimum thickness of 3-5 mils dry.                                   | X                   |                         |              |
| 7.3                         | All paint and primers must be lead-free.   | X                   |                         |              |
| <b>PAINT OPTION PRICE</b>   |  |                     |                         | <b>PRICE</b> |

|                     |  |                     |  |              |
|---------------------|--|---------------------|--|--------------|
| 7.4                 | Paint shall be applied to a thickness of 5-7 mils dry. Cat Industrial Highway yellow or PPG Cat Industrial Highway yellow polyurethane or equivalent bid specification.  | EQ                  | Standard Imron Industrial Urethane Bandit Yellow |              |
| <b>8.0 WARRANTY</b> |  | <b>Abbreviation</b> | <b>Actual Dimension</b>                          | <b>Notes</b> |
| 8.1                 | Manufacturer's standard warranty will apply.   | X                   |  |              |
| 8.2                 | Terms and conditions of warranty must be provided with bid proposal.   | X                   |  |              |
| 8.3                 | Manufacturer's warranty will start with MaineDOT in-service date.  | X                   |  |              |
| 8.4                 | Terms and conditions of warranty must be provided with bid proposal (Warranty must be clearly defined and all components covered must be clearly listed and identified).   | X                   |  |              |
| 8.5                 | In-Service Date: Warranty (not placed in service immediately because of time lag due to installation of components, special equipment, seasonal usage or other delays) shall be warranted from the date it is actually placed in service. MaineDOT Fleet Services Augusta shall notify the vendor in writing of "in-service" date.   | X                   |  |              |
| 8.6                 | During the term of the manufacturer's warranty, Fleet Services reserves the right to perform any and all warranty repairs "in-house" to meet operational needs or demand with the exception of major engine, transmission, and axle rebuild or repair unless pre-authorized by vendor. Fleet Services will recover all parts and labor costs as allowed by manufacturer's flat rate manual. O.E.M parts may be supplied at no cost by the manufacturer, dealer or may be purchased by Fleet Services on the open market to meet operational demand. Any and all defective parts will be returned to the manufacturer or dealer upon request. | X                   |  |              |

|                                  |  |                     |                         |  |
|----------------------------------|--|---------------------|-------------------------|--|
| <b>8.7</b>                       | Vendor shall be 100% responsible for all repair costs to include parts, labor during the warranty period.  | <b>X</b>            |                         | WE ARE NOT A KOHLER DEALER OR REPAIR CENTER AT THIS POINT IN TIME; ANY POTENTIAL ISSUES WITH ENGINE WILL BE REPAIRED IN PARTNERSHIP WITH A KOHLER DEALER |
| <b>9.0 VANDALISM PROTECTION</b>  |  |                     |                         |  |
|                                  |  | <b>Abbreviation</b> | <b>Actual Dimension</b> | <b>Notes</b>   |
| <b>9.1</b>                       | The Chipper shall be supplied with vandal-proof engine compartment, fuel tank and hydraulic tank locks.  | <b>X</b>            |                         |  |
| <b>9.2</b>                       | Locking panel for compartment(s) are acceptable.   | <b>X</b>            |                         |  |
| <b>10.0 MANUALS AND SOFTWARE</b> |  |                     |                         |  |
|                                  |  | <b>Abbreviation</b> | <b>Actual Dimension</b> | <b>Notes</b>   |
| <b>10.1</b>                      | Two (2) operator's manuals shall be supplied (CD's are acceptable) per unit.   | <b>X</b>            |                         |  |
| <b>10.2</b>                      | Two (2) complete service manuals shall be supplied (CD's are acceptable) per unit.   | <b>X</b>            |                         |  |
| <b>10.3</b>                      | Two (2) complete parts manuals shall be supplied (CD's are acceptable) per unit.   | <b>X</b>            |                         |  |
| <b>11.0 TRAINING</b>             |  |                     |                         |  |
|                                  |  | <b>Abbreviation</b> | <b>Actual Dimension</b> | <b>Notes</b>   |
| <b>11.1</b>                      | Training for Operation and Maintenance personnel shall be provided by the manufacturer, to include a minimum of four (4) hours of training which may take place within five (5) Maine DOT Regions within | <b>X</b>            |                         |  |

|             |  |                     |                         |              |
|-------------|--|---------------------|-------------------------|--------------|
|             | the state. This Training may be videotaped by MaineDOT for future use by MaineDOT trainers.  |                     |                         |              |
| <b>11.2</b> | Any and all training shall be performed by a <b>factory certified trainer</b> and <b>not by sales personnel</b> .  | <b>X</b>            |                         |              |
| <b>11.3</b> | All manufacturer training programs being offered shall be defined in a detailed written proposal of what those programs will entail and shall be submitted with bid packet.  | <b>X</b>            |                         |              |
|             |  |                     |                         |              |
|             | <b>12.0 GENERAL</b>  | <b>Abbreviation</b> | <b>Actual Dimension</b> | <b>Notes</b> |
| <b>12.1</b> | All pinch points and danger areas shall be clearly marked.   | <b>X</b>            |                         |              |
| <b>12.2</b> | Successful bidder shall provide vehicle line sheets.   | <b>X</b>            |                         |              |
| <b>12.3</b> | Equipment shall be fully inspected, serviced, fully assembled, and ready to work upon delivery.  | <b>X</b>            |                         |              |
| <b>12.4</b> | Be it known that these specifications are a minimum and that bids will be evaluated on based on price, warranty, manufacturer's performance data, delivery schedule, parts availability and other items deemed appropriate.  | <b>X</b>            |                         |              |
| <b>12.5</b> | Bidders to supply a detailed specification sheet with their bid proposals listing exactly what is being offered (not a reference to a web site) and to certify that they have service facilities in Maine staffed with trained service technicians and stocked with repair parts for the equipment which is bid. Failure to provide this information may cause the bid to be rejected. MaineDOT reserves the right to reject any and all bids. | <b>X</b>            |                         |              |
| <b>12.6</b> | All hardware installed shall not obstruct any lubrication points.  | <b>X</b>            |                         |              |



|                     |   |                     |                         |  |
|---------------------|---|---------------------|-------------------------|--|
| 12.7                | All hardware installed shall not obstruct or interfere with any Chipper component or system.  | X                   |                         |  |
| 12.8                | All safety, warning and instructional decals shall be properly displayed and appropriate for application.   | X                   |                         |  |
| 12.9                | Maine DOT Fleet Services reserves the right to pre-inspect the Chipper before delivery.   | X                   |                         |  |
| 12.10               | Exceptions to specifications shall be listed on a separate paper and noted as exceptions and submitted with bid proposal. If exceptions are not listed as such it shall be considered that the vendor will comply with all specifications as listed.  | X                   |                         |  |
| 12.11               | Equipment offered must comply with applicable Federal and State of Maine laws.  | X                   |                         |  |
| 12.12               | Two (2) sets of keys shall be furnished with each vehicle.  | X                   |                         |  |
| 12.13               | Upon delivery of unit(s) all necessary paperwork such as Certificate of Origin, dealer's certificate and invoices shall accompany unit(s).  | X                   |                         |  |
| 12.14               | All bid proposals shall include shipping and delivery to: Maine Department of Transportation Fleet Services, 66 Industrial Drive, Augusta, ME 04330.  | X                   |                         |  |
| <b>13.0 SERVICE</b> |   | <b>Abbreviation</b> | <b>Actual Dimension</b> | <b>Notes</b>   |
| 13.1                | MaineDOT's objective is to have the vendor provide warranty and service at facilities that are as close as possible to localities where the chipper will be used. To that end, MaineDOT desires that the vendors will have warranty and service facilities located within 75 miles of each division headquarters, Scarborough, Augusta, Dixfield, Bangor and Caribou. |                     | N/A                     | WE HAVE WARRANTY AND SERVICE FACILITIES WITH TRAINED TECHNICIANS LOCATED IN UNION. |

|      |   |   |  |                              |
|------|---|---|--|------------------------------|
|      |   |   |  | FAIRFIELD,<br>AND<br>AUBURN. |
| 13.2 | Vendors shall provide a list of bidder service center locations.  | X |  |                              |
| 13.3 | Bidders must supply a written explanation describing such things as the locations of the facilities, the times the facilities will be available for use, qualifications of the staff at the facilities and how the vendor will provide warranty and service at these service facilities. (Explain in a written document submitted with the proposal). | X |  |                              |

**Appendix C**

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**COST RESPONSE**

**RFQ # 17D 230501-262**



**Wood Chippers, 12", Trailer Mounted, Self-Feeding to Create a Master Agreement**


All responses to this RFQ will require a cost quotation response, in a format selected by the State of Maine. That format is described below.


**Bid Prices** will be with shipping terms of “Free on Board (FOB) – Destination”. The State intends for this to mean that all goods shall be priced in the bid response to include shipping charges, if any, to the State’s desired location. The “FOB – Destination” shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

**All bids must be entered in the Vendor Self Service (VSS).**

Requested Quantity : 1 EA

Response Type : Bid  

Unit Price :  

Delivery Days :  

Comments:

All bids must have a bid price (**Unit Price**). The price must be filled in using numbers and a decimal point only.

Example: If you bid is for **one dollar** you would enter **1.00**

to your equipment. Refer to the clutch or engine manual for the maintenance schedule. Failure to perform the clutch or engine maintenance will void the Warranty with the respective manufacturer. Bandit Industries does not warrant these components.

### **Warranty Claims**

In order to process any Warranty claims, the Customer/Dealer must fill out a Warranty Claim Form on the Bandit portal located on the Bandit website. The form along with pictures and the detailed information below must be submitted within 10 business days after the failure to the Manufacturer or an authorized dealer (who will forward it to the Manufacturer). Notwithstanding anything to the contrary herein, prior to any repairs being made and a warranty claim being filed, Bandit Industries must be notified at [warranty.claims@banditchippers.com](mailto:warranty.claims@banditchippers.com) of the part failure prior to submission so that Bandit Industries is able to advise on how to proceed with the proper repairs.

If a Return Merchandise Authorization is given to return the failed parts, the failed parts must be returned within 10 business days to the respective vendor or Bandit Industries depending upon the instructions given. Failure to do so will result in the warranty claim being denied. The new parts must be installed and work be completed within 10 business days from receiving the replacement parts to receive credit.

It is necessary to include all of the following information on all Warranty claims:

1. Warranty Claim Form, obtained from Bandit Industries or its authorized dealers, completely and accurately filled out online.
2. Name of Dealer and where purchased
3. Date of purchase and 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 equipment)
8. Date of Failure
9. Nature of Failure

Only Warranty Claim Forms (and the underlying Warranty claims) which are so submitted within 10 business days of the failure and which are then approved by an authorized administrator of the Manufacturer will be considered valid. If a Warranty Claim Form is not submitted within 10 business days of the failure, the Warranty claim will be automatically denied.

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

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

Bandit Industries may require the Customer to bring their equipment to the Dealer/Manufacturer for Warranty repairs. The Manufacturer **DOES NOT** pay Dealers or Customers for travel time, travel costs, diagnostic services or overtime pay. The Manufacturer does not furnish loaner equipment or reimburse for rental equipment.

## BANDIT INDUSTRIES, INC.

### EXPLANATION OF LIMITED WARRANTY

The Warranty Validation Form must be fully and accurately completed and submitted to Bandit Industries within 10 business days of the purchase of the equipment (or the Warranty Commencement Date if earlier). **Any and all Warranty is NULL AND VOID if the Warranty Validation Form is not returned within 10 business days of the original purchase of the equipment (or the Warranty Commencement Date).** If the original Customer elects to sell the equipment within the Warranty Period, the remaining Warranty is void.

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

To initiate a Warranty claim, complete and submit a Warranty Claim Form. This form is available online at [www.banditchippers.com](http://www.banditchippers.com), through the authorized dealer or through Bandit Industries. While some Warranty claims will be covered by the applicable vendor, all claims must be initiated through and facilitated by Bandit Industries or the authorized dealer. Notwithstanding the foregoing, prior to any submission of a Warranty Claim Form, a customer shall be required to contact the Bandit warranty department at [warranty.claims@banditchippers.com](mailto:warranty.claims@banditchippers.com) specifying the equipment failure details and obtain direction on how to process a warranty claim.

Regardless of Warranty consideration, all parts will be invoiced at the time of shipment. Warranty credits may be issued only if the claim forms are completed as required herein, the claim is determined to be valid by the Manufacturer's administrator and all defective parts requested to be returned have been timely returned to the requested location.

**All requests for reimbursement for defective parts and labor cost must be made within thirty (30) days of the Warranty Commencement Date in the manner required by the Manufacturer, or the warranty claim will automatically be denied.** The Manufacturer may elect, at its sole discretion, to reimburse reasonable labor costs to the customer or dealer for defective repairs; provided, however, in no event shall Manufacturer reimburse for overtime labor costs. No reimbursement will be considered without prior approval from the Manufacturer's administrator. No sales representative, agents, or other persons (other than the Manufacturer's Administrator) are authorized to approve warranty claims and/or reimbursement). The hours allowed for repair will be determined by Bandit Industries in its sole discretion. Diagnostic labor and travel expenses will not be covered under Warranty.

The Manufacturer will not reimburse the customer or dealer labor costs incurred for installing "bolt-on" or "slip-on" items, such as hydraulic pumps and motors, control valves, flow dividers, belts, sheaves, etc. The Manufacturer will provide replacement parts to the customer for defective parts during the Warranty Period. Please keep the defective parts as you will need to return them for Warranty consideration. Failure to do so shall result in a Warranty claim automatically being denied. A Bandit Industries representative will issue an RMA ("Return Merchandise Authorization") and contact the customer if the defective parts need to be returned. Failure to return any defective parts promptly to the requested location after the issuance of an RMA will automatically result in the warranty claim being denied by Manufacturer. Any parts that are returned without the proper RMA paperwork will be discarded and the warranty will be denied.

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

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

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

**THIS EXPLANATION IS NOT LEGALLY BINDING AND IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. PLEASE REFER TO BANDIT INDUSTRIES LIMITED WARRANTY ITSELF WHICH SHALL GOVERN AND CONTROL ANY AND ALL WARRANTY MATTERS AND CLAIMS. IN THE EVENT OF ANY CONFLICT BETWEEN THIS EXPLANATION OF LIMITED WARRANTY AND THE LIMITED WARRANTY OF BANDIT INDUSTRIES, THE TERMS OF THE LIMITED WARRANTY SHALL GOVERN AND CONTROL.**

**NOTICE**

Prior to delivery to final Customer and during storage, this equipment must be serviced and lubricated to avoid damage that will not be covered under Warranty, see "Lubrication & Coolant" page.  
Any damage or equipment failure due to incorrect or incomplete service or maintenance by the equipment Customer will not be covered under Warranty.

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



# Warranty Program

6750 Millbrook Road • Remus, MI 49340 USA • Phone: (989) 561-2270 • Phone: (800) 952-0178 • Fax: (989) 561-2273 • www.banditchippers.com

## 5 Year "Guts" Warranty Statement

### HAND-FED CHIPPERS

BANDIT INDUSTRIES, INC., also referred to as "Manufacturer" warrants each new HAND-FED CHIPPER to be free of defects in workmanship for a period of 5 years or 3,000 hours, whichever comes first on the following components:

- BANDIT SLIDE BOX FEED SYSTEM (Includes all Bandit fabricated components related to this system, components purchased through an outside vendor will be warranted by their respective manufacturer and are subject to their standard warranty).
- BANDIT DISC/DRUM ASSEMBLY (Includes all Bandit fabricated components related to the disc or drum assembly, components purchased through an outside vendor will be warranted by their respective manufacturer and are subject to their standard warranty).

**Engines will be warranted by the engine vendor, if a warranty issue arises please contact the appropriate engine vendor.**

### WHOLE TREE CHIPPERS

BANDIT INDUSTRIES, INC., also referred to as "Manufacturer" warrants each new WHOLE TREE CHIPPER to be free of defects in workmanship for a period of 5 years or 3,000 hours, whichever comes first on the following components:

- BANDIT SLIDE BOX FEED SYSTEM (Includes all Bandit fabricated components related to this system, components purchased through an outside vendor will be warranted by their respective manufacturer and are subject to their standard warranty).
- BANDIT DISC/DRUM ASSEMBLY (Includes all Bandit fabricated components related to the disc or drum assembly, components purchased through an outside vendor will be warranted by their respective manufacturer and are subject to their standard warranty).

**Engines will be warranted by the engine vendor, if a warranty issue arises please contact the appropriate engine vendor.**

THIS WARRANTY takes effect upon delivery to the original retail purchaser. The manufacturer at its option will replace or repair at a point designated by the manufacturer, any parts which appear to have been defective in material or workmanship. The manufacturer is not responsible for labor, consequential damages, traveling or down time expenses.

THIS WARRANTY is to be used along with the standard warranty that is provided in the operator's manual, and 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 no contractual 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 be void.

NOTE: WARRANTY DOES NOT APPLY TO GASOLINE ENGINES. PLEASE CONTACT BANDIT INDUSTRIES, INC. FOR DETAILS.

## **RIDER B TERMS AND CONDITIONS**

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
  - a. The term "Buyer" or "State" shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
  - b. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
  - c. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
  - d. The term "Division" shall refer to the State of Maine Division of Purchases.
  - e. The term "Contractor", "Vendor", or "Provider" shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
  - f. The term "Contract" or "Agreement" shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
  
- 2. WARRANTY:** The Contractor warrants the following:
  - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
  - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
  - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
  - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
  - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

- 3. TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

**4. PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**5. DELIVERY:** Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

**6. FORCE MAJEURE:** The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

**7. INSPECTION:** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.



**8. INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

**9. ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

**10. TERMINATION:** The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

**11. NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

**12. COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination,

excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**13. INTERPRETATION:** This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

**14. DISPUTES:** The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

**15. ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

**16. STATE HELD HARMLESS:** The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

**17. SOLICITATION:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**18. WAIVER:** The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

**19. MATERIAL SAFETY:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

**20. COMPETITION:** By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

**21. INTEGRATION:** All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

**22. ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders  
and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

## Appendix A


**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE and DEBARMENT FORM**

|  |      |                                       |
|--|------|---------------------------------------|
| Bidder's Organization Name: <u>UNITED AG + TURF</u>                                |      |                                       |
| Chief Executive - Name/Title: <u>SCOTT MILLER; President of AG + Turf Division</u> |      |                                       |
| Tel: <u>207-453-7131</u>   | Fax: | E-mail: <u>SCOTT.MILLER@VATNS.COM</u> |
| Headquarters Street Address: <u>216 CENTER ROAD</u>                                |      |                                       |
| Headquarters City/State/Zip: <u>FAIRFIELD, ME 04937</u>                            |      |                                       |
| <i>(provide information requested below if different from above)</i>               |      |                                       |
| Lead Point of Contact for Bid - Name/Title: <u>ERIC HOOK; SALES PROFESSIONAL</u>   |      |                                       |
| Tel: <u>207-785-4464</u>   | Fax: | E-mail: <u>ERIC.HOOK@VATME.COM</u>    |
| Street Address: <u>140 CLINA ROAD</u>  |      |                                       |
| City/State/Zip: <u>AUBION, ME 04910</u>  |      |                                       |

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

|  |                                  |
|--|----------------------------------|
| Name: <u>ERIC HOOK</u>   | Title: <u>SALES PROFESSIONAL</u> |
| <b>To have your bid accepted, this Appendix MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature.</b> |                                  |
| Authorized Signature:<br>                                       | Date: <u>05/15/2023</u>          |

**Debarment, Performance, and Non-Collusion Certification**

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

|   |                                  |
|---|----------------------------------|
| Name: <i>ERIC HOU</i>   | Title: <i>SALES PROFESSIONAL</i> |
| <b>To have your bid accepted, this Appendix MUST have an actual wet signature or utilize Docu Sign or Adobe Sign forms of electronic signature.</b> |                                  |
| Authorized Signature:<br><i>Eric Hou</i>  | Date:<br><i>05/15/2023</i>       |

**Appendix D**

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION  
CERTIFICATION**

**RFQ # 17D 230501-262**

**Wood Chippers, 12", Trailer Mounted, Self-Feeding to Create a  
Master Agreement**

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

**Orders from Municipality, Political Subdivisions and School Districts (Appendix D):** If the bidder elects to permit Municipality, Political Subdivisions and School Districts to utilize the resulting Master Agreement Contract, The State of Maine will not be responsible for any order placed by these groups. All orders will originate from these groups and they will be liable for all payments.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

Yes

Yes, with conditions as follows:

No

**Name of Company:**

UNITED AG + TUFF - NORTHEAST

**Address:**

1987 HEALD HIGHWAY UNION, ME 04862

**Signature:**



**Date:** 05/15/2023

Appendix F

STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES

CERTIFICATIONS

**RFQ # 17D 230501-262**  
**Wood Chippers, 12", Trailer Mounted, Self-Feeding to Create a**  
**Master Agreement**

**1.0 NONCOLLUSION BIDDING CERTIFICATION**

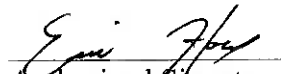
By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other Bidder or with any other competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Dated

05/15/2023

Printed name of Person Bidding

  
Authorized Signature

Title SALES PROFESSIONAL

**2.0 EQUIPMENT PERFORMANCE AND WARRANTY DATA**

The information provided on this form will be used in determining operating costs of the equipment. Bidder must complete this form and submitted with bid. Bids received without this information will be considered non-responsive to the bid.

**1. EQUIPMENT:**

**2. DESCRIBE THE PROCESS FOR THE SUBMISSION OF WARRANTY CLAIMS FOR REIMBURSEMENT OUTLINED AND SUBMITTED WITH THE BID. (written process to follow for reimbursement of warranty claims)**

**3. EQUIPMENT INFORMATION:**

YEAR: 2023 EQUIPMENT MAKE: *BANDIT*

EQUIPMENT MODEL: *200XP*

**4. MANUFACTURER'S RECOMMENDED PREVENTATIVE MAINTENANCE SCHEDULE MUST BE PROVIDED**

**5. BASIC EQUIPMENT WARRANTY DESCRIPTION**

**6. NAME/LOCATION OF REPAIR FACILITY(S) (BOTH AUTHORIZED WARRANTY, PARTS & SERVICE PER REQUESTED LOCATION). It is desired that at least one facility is located within 75-mile radius each region headquarters: Scarborough, Augusta, Dixfield, Bangor and Presque Isle.**

**WARRANTY AND SERVICE FACILITIES**

ADDRESS 1: *1487 HEALD HIGHWAY UNION, ME 04862*  
ADDRESS 2: *216 CENTER ROAD FAIRFIELD, ME 04137*  
ADDRESS 3: *26 JOHN DEERE ROAD AUBURN, ME 04210*  
ADDRESS 4:  
ADDRESS 5:

CONTACT NAME: *ERIC HOON* TELEPHONE: *207-785-4464*



EQUIPMENT PARTS PROVIDER: BANDIT / UNITED AG + TURF  
ADDRESS: 1487 HEALD HIGHWAY UNION, ME 04862  
CONTACT NAME: ERIC HOOK TELEPHONE: 207-785-4464

Attach written explanation describing the locations of the facilities, the contact name and number at each facility, the times the facilities will be available for use, the qualifications of the staff at the facilities and how the vendor will provide warranty and service at these service facilities.

Bidder certifies that they have service facilities in Maine, staffed with trained service technicians and stocked with repair parts for the equipment which is bid.

This form must be reproduced and completed for any additional equipment warranty/facility information.

Dated 05/15/2023

Eric Hook  
Signature

Print Name ERIC HOOK

Company Name UNITED AG + TURF

**3.0 SPECIFICATION COMPLIANCE**

The bidder hereby certifies that the equipment(s) being bid in response to this invitation meet or exceed these specifications and that where a deviation from the specifications exists, the bidder has obtained written approval of those exceptions prior to submitting this bid.

If a conflict exists between these specifications and Federal and/or State laws, the Federal and/or State laws shall prevail and the bidder must alert the purchaser to any such conflicts.

Dated 05/15/2023

ERIC HOOK  
Printed name of Person Bidding

Eric Hook  
Authorized Signature

SALES PROFESSIONAL  
Title

## Appendix G

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**MaineDOT TERMS AND CONDITIONS**

**RFQ # 17D 230501-262**

**Wood Chippers, 12", Trailer Mounted, Self-Feeding to Create a  
Master Agreement**

**A. AGREEMENT**

The Vendor shall deliver the equipment ordered in accordance with this Agreement and governed by these Terms and Conditions.

**B. INDEPENDENT CAPACITY**

In providing the equipment under the Agreement, the Vendor shall act independently and not as an agent of the State of Maine.

**C. STATUS REPORTS**

Prior to the start of work, the Vendor shall furnish MaineDOT with a proposed progress schedule in MaineDOT's standard format. The Vendor will outline the various phases of work that will need to be completed in order to meet the schedule set forth by MaineDOT.

During equipment assembly, the successful bidder shall submit to MaineDOT's Fleet Representative, a Monthly Status Report of accomplishments from the preceding month. The progress report shall be used to keep team members and MaineDOT's Fleet Representative informed about project status and issues. Information will include:

- a. A written statement describing the work accomplished during the period and to date.
- b. An estimate of the percentage of work completed within the specified services.
- c. Any information needed from MaineDOT to complete the project and avoid delays.
- d. The successful bidder's action plan to remedy and address any non-conforming or unacceptable work submitted to Department.
- e. Document anticipated problems and possible solutions.

These progress reports shall be submitted to MaineDOT on a monthly basis. Failure to submit could result in non-payment of the invoice, or be considered as a default, and shall be recorded in the Vendor's Performance Evaluation. If work is temporarily delayed, the Vendor may suspend

submittal of the monthly progress reports with written approval from MaineDOT. The Vendor shall be responsible for addressing any action that may be required to keep the project on schedule.

MaineDOT shall have a period of 15 business days after receipt of the submissions to complete the review and make any necessary comments. Following the review, the Vendor will make any revisions and corrections requested by MaineDOT.

#### **D. PAYMENT AND OTHER PROVISIONS**

MaineDOT anticipates paying the selected Vendor for goods and services received, on the basis of net 30 payment terms following acceptance of the equipment, the receipt of an acceptable title and required documents, and an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains the State of Maine Agreement number, correct pricing information relative to the Agreement, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the Agreement.

MaineDOT reserves the right to pay for the equipment purchased by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Vendors are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

“9-A MRSA §8-303 (2): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means.”

#### **E. WARRANTY**

For a period of one (1) year following equipment delivery and acceptance (the “Warranty period”), Vendor unconditionally warrants and guarantees that the equipment shall be free from defects in parts and workmanship. If MaineDOT discovers any defects during the Warranty period, the Vendor’s obligation will be to repair or replace the equipment or refund the purchase price, at MaineDOT’s sole option subject to the following requirements as applicable:

- Replacement will be with new equipment matching the specifications within this Agreement.
- Reimbursement will be for the total purchase price of the equipment including the cost of returning the equipment.
- All Repairs including the cost of transporting the equipment will be borne by the Vendor. All repairs will be warranted free from defects in parts and workmanship for a one year period following the repair.

The Vendor hereby assigns to MaineDOT the right to enforce all manufacturer’s warranties or guarantees on the equipment.

The Vendor agrees that the warranty obligations provided by this Agreement shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessations of operations of the Vendor.

In the event of a breach of Vendor’s warranty obligations, MaineDOT shall notify Vendor in writing of the breach and grant Vendor 30 days to cure the breach. Should Vendor fail to cure the

breach, MaineDOT may pursue whatever remedies may be available.

**F. DAMAGES**

Time is of the essence in the delivery of the equipment specified herein, and in event of delay(s) in the delivery of the equipment beyond the date set forth in the Agreement, or beyond authorized extensions thereof MaineDOT may impose liquidated damages. Because it is difficult to determine the actual amount of the damage by reason of such delay it is therefore agreed that the Vendor will pay the sum of one hundred dollars (\$100.00) per unit for each calendar day(s) delay in delivery as liquidated damages and not as a penalty.

These damages shall be deducted from any monies due, or which may thereafter become due to the Vendor or may be recovered by through any lawful means.

**G. SET-OFF RIGHTS**

MaineDOT shall have all of its common law, equitable and statutory rights of set-off.

**H. FORCE MAJEURE**

Either party may be excused from performance under this Agreement to the extent the failure to perform is caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, and freight embargos, or other causes beyond the party's reasonable control. In the event of such event of force majeure, the affected party shall provide the other party written notice of the cause of delay within fifteen (15) days from the beginning of any such delay. The time of performance shall be excused to extent of the duration of any such event of force majeure, or such period of time as may be mutually agreed upon by the parties.

**I. INDEMNIFICATION**

The Vendor shall indemnify and hold harmless MaineDOT and its officers, agents, and employees from and against any and all claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Vendor, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Vendor shall not be liable for claims arising out of the negligent acts or omissions of MaineDOT, or for actions taken in reasonable reliance on written instructions of MaineDOT.

This indemnification provision shall survive any termination or expiration of the Agreement.

**J. DEFAULT, TERMINATION**

- i. MaineDOT reserves the right to terminate this Agreement or any part hereof, for its sole convenience. Thirty (30) days advance written notice shall be provided in the case of a termination for convenience. In the event of such termination, Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Vendor shall be paid for all work on a percentage completed

basis, as mutually agreed upon by the parties, up to the date of termination under this Paragraph 14.A.

- ii. MaineDOT shall have the right to terminate this Agreement in the event of a material breach or default by Vendor of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by Vendor of written notice of such breach from MaineDOT. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then Vendor shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided Vendor has exercised reasonable commercial efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.
- iii. MaineDOT shall have the right to terminate this Agreement immediately upon written notice to Vendor in the event (i) Vendor, or any director, officer or employee of Vendor assigned to this Project is convicted of a criminal offense directly related to information technology services; or (ii) proceedings in bankruptcy are commenced against Vendor or if a receiver is appointed and such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of one hundred twenty (120) days. Notwithstanding the foregoing, if a conviction of an employee assigned to this Project, officer or director, relates to individual and/or personal actions of such employee, officer or director and not the policy or directive of Vendor and, upon such conviction, Vendor shall terminate or otherwise remove such employee, officer or director and take such other steps to reasonably ensure the propriety of Vendor' delivery of information technology services, then MaineDOT shall not have a right to terminate this Agreement pursuant to the foregoing clause (i) of this Section 14 (C).
- iv. Vendor shall have the right to terminate this Agreement in the event of a material breach or default by MaineDOT of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by MaineDOT of written notice of such breach from Vendor. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then MaineDOT shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided MaineDOT has exercised reasonable commercial efforts and taken appropriate actions to begin cure of the breach or default within the initial thirty (30) day cure period.
- v. Vendor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**K. DELIVERY AND ACCEPTANCE**

Time is of the essence in the delivery of the equipment. The Vendor shall execute the work continuously and diligently. Delivery of the units shall occur in accordance with the terms and conditions outlined in the resulting Agreement.

- i. Production of the units shall be conducted as a continuous production with no breaks or inserts of other orders or types of equipment.
- ii. Delivery shall be restricted to Monday through Friday, between the hours of 8 AM and 4 PM.
- iii. The Vendor will contact MaineDOT Fleet Services 24 hrs. prior to delivery with an estimated time of arrival.
- iv. Units furnished under this Agreement shall be delivered in first class condition, complete and ready for operation, and the Vendor shall assume all costs, responsibilities, and risk of loss related to damage that may have occurred in the delivery of the units.
- v. When units are delivered, certificates or releases signed by representatives of MaineDOT Fleet Services are understood to be a simple acknowledgment of receipt of the units only, and will NOT constitute an acceptance of the condition of the units or their conformance with the terms and conditions of the Agreement specifications.
- vi. Upon delivery, MaineDOT may conduct such tests as may be required to determine to its own satisfaction that the units appear to be in conformance with the terms, conditions, and requirements of the Agreement specifications.

Acceptance shall occur following final inspection by authorized employees of MaineDOT Fleet Service, receipt of the titles and all requested documentation. The Vendor will be notified, in writing, of acceptance/non-acceptance within fifteen calendar (15) days of delivery to the location specified in this Agreement.

**L. RIGHT TO SUSPEND WORK**

MaineDOT has the right to suspend any or all work at any time for any reason as it deems necessary. Consultant may receive payment for the portion of services completed through the date of suspension.

**M. COPYRIGHT AND LICENSES - PATENTS AND COPYRIGHTS**

Data and publication rights to any documents, produced under the terms of Agreement are the property of MaineDOT. The Vendor shall not copyright the material produced under the terms of the Agreement without written approval of MaineDOT, except to the extent necessary to protect its rights pursuant to the following paragraph.

The Parties to this Agreement mutually agree that, if patentable discoveries, intellectual property and software, or inventions should result from work described therein, all rights accruing from such discoveries or inventions shall be the sole property of MaineDOT.

## **N. CLAIMS AND DISPUTES**

### **General**

To preserve any claim arising out of the Agreement, the Parties shall comply with and exhaust all provisions of this Section. Unless otherwise agreed to in writing, the Vendor shall continue to perform its services during any dispute resolution process. If the Vendor continues to perform, MaineDOT shall continue to make payments in accordance with the Agreement of amounts not in dispute.

### **Negotiation with MaineDOT's Fleet Representative**

The Vendor shall promptly notify MaineDOT's Fleet Representative, or their designee, in writing, of disputes that could significantly affect scope, schedule or compensation. After such notice, the Vendor and MaineDOT's Fleet Representative shall promptly negotiate in good faith to resolve the dispute. MaineDOT's Fleet Representative will promptly issue a decision.

### **Review by Director**

If the Vendor desires a review of MaineDOT's Fleet Representative's decision, then the Vendor shall promptly request in writing that MaineDOT's Director of the applicable Bureau or Office review the Fleet Representative's decision. The Director or its designee(s) shall promptly notify the Vendor in writing of the result of the review.

### **Dispute Resolution**

If the dispute remains unresolved after negotiation and review as set forth above, the Parties may proceed to mediation by selecting a mediator acceptable to both.

If the Parties are unable to resolve the dispute through mediation, either party may seek judicial review through a civil action commenced in the Superior Court of Maine, Kennebec County.

## **O. CONTROLLING LAWS**

The Agreement referred to in these Terms and Conditions is governed by the applicable laws of the Federal Government and the State of Maine.

### **Laws to Be Observed**

The Vendor shall comply with all applicable Federal, State and local laws, rules, regulations, orders, and ordinances affecting the work including, without limitation all environmental, wage, labor, equal opportunity, safety, patent, copyright, or trademark laws. The Vendor shall indemnify MaineDOT and hold MaineDOT harmless against any and all claims or liabilities arising from or based upon the violation or alleged violation of any such Law caused directly or indirectly by or through the Vendor.

**P. ENTIRE AGREEMENT/BINDING EFFECT/MODIFICATION/ASSIGNMENT**

This Agreement sets forth the entire agreement of the parties with regard to the subject herein. This Agreement may not be modified except by a written amendment executed by both parties.

Neither MaineDOT nor the Vendor may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written Consent To Assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Agreement.

**Q. SEVERABILITY**

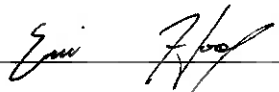
The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

**R. NON-WAIVER**

If MaineDOT fails or refuses to enforce any provision in the Agreement that shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

Name of Company: UNITED AG + TURF - NORTHEAST

Address: 1987 Hen

Signature:  \_\_\_\_\_

Date: 05/15/2023