

1 by Exhibit "A" attached to and incorporated in this Agreement, for an amount not to
2 exceed \$4,336,295.00 including tax, with a 10% contingency for additional
3 equipment, for a period extending until the warranty on the street sweepers
4 expires. To the extent that the Oregon Contract and this Agreement are
5 inconsistent, the following priority shall govern: (1) this Agreement and (2) the
6 Oregon Contract.

7 C. Payment for the equipment purchased from Contractor by the
8 City shall be made by the City on delivery to and acceptance of the equipment by
9 the City and submittal of an invoice to the City. Payment is due thirty (30) days
10 after the date of the invoice.

11 D. All warranties shall accrue to the City of Long Beach.

12 E. The parties may, by mutual agreement, amend this
13 Agreement with the approval of the City's City Council.

14 2. Neither this Agreement nor any money that becomes due to
15 Contractor under this Agreement may be assigned by Contractor without the prior written
16 consent of the City Manager or his designee.

17 3. Any notice given under this Agreement shall be in writing and
18 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
19 delivered or mailed to Contractor at the relevant address first stated above, and to the
20 City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.
21 Notice shall be deemed given three days after deposit in the mail.

22 4. The terms appearing on the Oregon Contract are incorporated in this
23 Agreement.

24 5. Contractor shall cooperate with the City in all matters relating to self-
25 accrual of use tax. Contractor shall contact the City Treasurer for additional information
26 regarding self-accrual.

27 6. This Agreement and all documents which are incorporated by
28 reference in this Agreement constitute the entire understanding between the parties and

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 supersede all other agreements, oral or written, with respect to the subject matter of this
2 Agreement. If there is any legal proceeding between the parties to enforce or interpret
3 this Agreement, or to protect or establish any rights or remedies, the prevailing party shall
4 be entitled to its costs and expenses, including reasonable attorney's fees.

5 IN WITNESS WHEREOF, the parties have caused this document to be duly
6 executed with all formalities required by law as of the date first stated above.

7
8
9 9-26, 2007

HAAKER EQUIPMENT COMPANY, a
California corporation
By [Signature]

10
11 Sept 26, 2007

JOHN W. HAAKER
(Type or Print Name)
By [Signature]

12
13
14

CINDY Y. HAAKER
(Type or Print Name)
"Contractor"

15
16 October 16, 2007

CITY OF LONG BEACH, a municipal
corporation
By CHRISTINE J. SHIPPEN
Assistant
City Manager

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EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.
"City"

This Agreement is approved as to form on 10/1,
2007.

ROBERT E. SHANNON, City Attorney
By [Signature]
Deputy

EXHIBIT “A”

HAAKER EQUIPMENT COMPANY

SINCE 1972

A CALIFORNIA CORPORATION

2070 N. White Avenue
La Verne, California 91750
(909) 598-2706 · FAX (909) 598-1427
<http://www.haaker.com>



July 12, 2007

Mr. John Seevers
Superintendent of Acquisitions
CITY OF LONG BEACH
2600 Temple Avenue
Long Beach CA 90806

Dear Mr. Seevers,

Haaker Equipment Company is pleased to offer the City of Long Beach the opportunity to purchase Elgin Pelican Model P high dump street sweepers under the same terms and conditions of the contract issued by the State of Oregon, Department of Administrative Services. A complete copy of the contract documents is enclosed.

The State of Oregon Procurement offices issued Contract #6835 for the Elgin Pelican P Street sweeper with a start date of 1/2/2007 extending to 1/15/2008 with a base price of \$157,597 per unit. As described in the contract documents there are a number of additional items that the City of Long Beach may select. We have reviewed these additional items and have selected the items that have been specified by the City of Long Beach and supplied on previous Elgin Pelicans sweepers and submit the following proposal:

LNG POWERED ELGIN PELICAN P DUAL SWEEPER
With Dual Gutter brooms Hydraulic Drive, Cummins 5.9 LNG Engine,
Hydrostatic Drive And Steering Painted White

Standard Equipment:

- ✓ Air Cleaner, Two Stage. Dry Type With Restriction Indicator
- ✓ Alternator, 120 Amp
- ✓ Automatic Engine Shutdown (Oil pressure/ engine temperature)
- ✓ Automatic Pick Up in Reverse with Return to Sweep feature
- ✓ Back Up Alarm. Electric
- ✓ Battery-Maintenance Free
- ✓ Brakes, Power
- ✓ Broom, Main. Prefab, Disposable
- ✓ Broom, Main, Hydraulically Suspended
- ✓ Bumper Pads, Front
- ✓ Doors, See-thru with Sliding Upper Windows
- ✓ Engine, Hour Meter
- ✓ Fenders, Over Front Wheels
- ✓ Flushing System For Hopper/Conveyor

- ✓ Hose, Hydrant Fill, 16'8" With Coupling
- ✓ Light, Spotlight, Adjustable, One Per Side Broom
- ✓ Lights, 2 Combination, Tail/Stop Lights
- ✓ Lights, Headlights, Multiple Beam
- ✓ Manuals, Operator and Parts
- ✓ Mirror, Inside Rear View
- ✓ Mirrors, Outside, Front Mounted 6" Fish Eyes
- ✓ Mirrors, Outside, West Coast Type, One Each Side
- ✓ Parking Brake with Interlock
- ✓ Seat Belts, Both Sides for Dual
- ✓ Seat, Deluxe Foam Cushions, Both Sides for Dual, with Armrests
- ✓ Steering Wheel, Tilt and Telescoping
- ✓ Signals, Self-Canceling Directional With Hazard Switch
- ✓ Sun Visor
- ✓ Tachometer, Diesel Engine
- ✓ Temperature Gauge, Hydrostatic Oil
- ✓ Tires, Tubeless Radials
- ✓ Tow Loops, Four
- ✓ Water Tank, Molded Polyethylene, 180 Gallon Total, Nominal Capacity
- ✓ Water Tank, Fill Gauge
- ✓ Wheels, Dual Guide
- ✓ Windshield, Tinted
- ✓ Windshield Washer
- ✓ Windshield Wipers, 2 Speed
- ✓ Front Jack Pads
- ✓ Low Water Indicator Light
- ✓ Coolant Recirculation System
- ✓ Sprung Heavy Duty Guide Wheel
- ✓ Low Hydraulic Warning Buzzer
- ✓ Anti Siphon Water Fill
- ✓ Main Broom Controls in Cab

Options Required to Comply with City of Long Beach Specifications and as required by SCAQMD Rule 1186 (PM 10) and 1186.1 (Alternative fuel):

- ✓ Cummins 5.9 C+ LNG Engine
- ✓ LNG Gas Detection Device
- ✓ LNG Emblem
- ✓ 4-Function Engine Shutdown (High Coolant, Low Oil Coolant Level, Hydraulic Oil Level)
- ✓ 82 Gallon LNG Tank
- ✓ T-Fitting on Fuel Tank for De-Fueling the Tank
- ✓ Battery Disconnect Switch
- ✓ San Diego Rotary Brooms Main/Side
- ✓ Conveyor Clean Out/Lower Roller Washout
- ✓ AM/FM/CD Player
- ✓ Two (2) map lights
- ✓ Air Conditioner/Heater/Pressurizer
- ✓ Heated & Motorized Cab Mirrors
- ✓ LED Light Package (part numbers to be determined)
- ✓ LED Arrowstick (part number to be determined)
- ✓ Single Beacon with Guard
- ✓ Wink Mirror on Right Hand Side
- ✓ Left Side Post Mirror on Front of Unit
- ✓ Connection for Laptop Computer in Cab
- ✓ PM10 Water System
- ✓ Double Jacket Fill Hose
- ✓ Fire Extinguisher 2.5# (2)
- ✓ Side Broom Tilt, Right/Left
- ✓ Heavy Duty Limb Guards (As Demonstrated)
- ✓ Rubber Bumpers
- ✓ Extend Steps on Both Sides for Access to Clear Windows
- ✓ Elkhart Hydrant Wrench
- ✓ Intec Back Up Camera
- ✓ Factory Mechanic Training – 4 People/2Days at Elgin Sweeper Company

Oregon Contract Price:.....	\$ 157,597.00
City of Long Beach Options Required:.....	\$ 69,703.00
Unit Price	\$ 227,300.00
11-20 Unit Quantity Discount:.....	(\$ 15,000.00)
Subtotal	\$ 212,300.00
Sales Tax (8.25%)	\$ 17,514.75
Subtotal:	\$ 229,814.75

Haaker Equipment Company offers the City of Long Beach a trade in value for City owned Elgin Pelican units :..... (\$ 13,000.00) each

TOTAL PRICE, F.O.B. LONG BEACH, CA: \$ 216,814.75 Ea.

*Federal Signal Leasing is available for a 5 year lease at 4.95% interest rate (fixed at time of proposal)

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good for 90 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 240-270 Days **TERMS:** 1/2%, 20 Days

Add-On/Cooperative Purchase Authorization: Haaker Equipment Company offers the above proposed price, terms and conditions to any governmental agency or subdivision in the State of California or Nevada for a period not to exceed a full calendar year from the date of original purchaser's purchase order or contract.

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

HAAKER EQUIPMENT COMPANY

ACCEPTED BY: _____

BY: *Matt Muinch*
Matt Muinch
Sales Representative

DATE: _____



Oregon
Theodore R. Kulongoski, Governor

Department of Administrative Services
State Services Division
STATE PROCUREMENT OFFICE
1225 Ferry Street SE U140
Salem, Oregon 97301-4285
Phone (503) 378-5501
FAX (503) 373-1626

January 25, 2007

Matthew J. Wlodarczyk
Benkomatic/Owen Equipment Co.
P.O. Box 30959
Portland, OR 97294

**RE: Price Agreement #6835
Front Dump, Self-Propelled Mechanical Sweepers**

The Department of Administrative Services (DAS), State Procurement Office executed Price Agreement (PA) #6835 on January 2, 2007. Attached is a copy of the PA for your contract file.

Per PA Section 2.3 Term of Price Agreement:

"The initial Price Agreement Term shall be one (1) year beginning on the date that SPO signs the Price Agreement. SPO may extend the term of the Price Agreement for additional periods not to exceed a cumulative total of five (5) year, unless terminated earlier in accordance with the termination provisions set forth herein."

The initial term of PA 6835 starts on January 2, 2007 and ends on January 1, 2008.

Attached is a copy of the cover page of the Contract Summary document located on the Oregon Procurement Information Network (ORPIN). The internet address for ORPIN is <http://orpin.oregon.gov/open.dll/welcome>.

Please feel free to contact me by phone at (503) 378-5501 or e-mail at gail.l.carter@das.state.or.us if you have any questions regarding the PA.

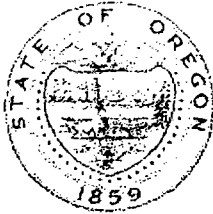
Sincerely,

Gail L. Carter
State Procurement Analyst

Attachments

Award Summary
Price Agreement
Front Dump, Self-Propelled, Mechanical
Sweepers

ORPIN
Oregon Procurement Information Network

**Supplier Address**

Ben-Ko-Matic Brush & Equipment
Co
PO Box 30959
Portland, Oregon
97294

Contact: Brown, Jim

Phone: 1 (503) 255-9055

Fax: 1 (503) 256-3880

Email: jbrown@owenequipment.com

Contract #
6835

Opportunity #
102-2119-5

Contract Start Date
01/02/2007

Expiration Date
01/15/2008

Supplier Number
1062

All dates are mm/dd/yyyy

Attachments Exist
 Secondary Suppliers Do Not Exist

Contract Administrator

State Procurement Office
1225 Ferry Street SE, U140
Salem, Oregon
97301

Receiving Address

See purchase order

Contract Filed At

DAS SPO

Contact: Gail Carter
Phone: 1 (503) 378-5501
Fax: 1 (503) 373-1626
Email: Gail.L.Carter@das.state.or.us

Header Comments

Price Agreement #6835 for Front Dump, Self-Propelled Mechanical Sweepers was executed on January 2, 2007. Open the "Attachments Exist" folder above for a complete copy of the Price Agreement. The initial term of the Price Agreement is one (1) year. DAS reserves the right to extend for up to four (4) additional terms for a total term of five (5) years.

"Authorized Purchasers" under Price Agreement #6835 means the State of Oregon, acting by and through DAS SPO, and Authorized Agencies submitting Purchase Orders pursuant to DAS SPO purchasing authority and direction and Independent Agencies submitting Purchase Orders pursuant to independent purchasing authority. It may also include ORCPP Participants and WSPC Participants with appropriate purchasing authority under their applicable statutes, rules, regulations or ordinances that submit Purchase Orders to Contractor.

"Purchase Order" means the purchase document in proper form as described in Price Agreement Section 2.6.4 that is submitted by an Authorized Purchaser to Contractor which together with this PA creates a Contract between Contractor and Authorized Purchasers for the

purchase of the Goods described in the Purchase Order.

Delivery Requirements			
120 Days After Receipt of Order			
Payment Terms			
Net 45			
FOB			
FOB Destination, Freight Pre-Paid			
Item #	Quantity / Unit	Description	Unit Cost
1	1 EACH	Commodity No. 765-77 Front Dump, Self-Propelled Mechanical Sweeper as per specification 6.6 Make: Elgin Model: Pelican P	\$157,597.00
2	1 EACH	Commodity No. 765-77 Spare Front Tire and Wheel per specification 6.6.5.4	\$855.00
3	1 EACH	Commodity No. 765-77 Spare Rear Tire and Wheel as per specification 6.6.5.5	\$570.00
4	1 EACH	Commodity No. 765-77 Steel, Cage Style, Light Cage as per specification 6.6.8.12. Price included in Item 1 above.	\$0
5	1 EACH	Commodity No. 765-77 Broom Mileage Recorder as per specification 6.6.11.11.	\$425.00
6	1 EACH	Commodity No. 765-77-00 Wash Down/Clean Up System with Hose and Nozzle per specification 6.6.13.12. Price included in Item 1 above.	\$0.00
7	1 HOUR/HOUR (S)	Commodity No. 765-77 Training in Major Maintenance, Adjustment, Operation, Repair, and Services/Preventative Maintenance in Salem, Oregon. See specification 6.7.3	\$80.00
8	1 HOUR/HOUR (S)	Commodity No. 765-77 Training in Bend per specification 6.7.4.	\$80.00
9	1 HOUR/HOUR (S)	Commodity No. 765-77 Training in La Grande per specification 6.7.5.	\$80.00
10	1 HOUR/HOUR (S)	Commodity No. 765-77 Training for Authorized Purchasers per specification 6.7.6.	\$80.00
11	1 EACH	Commodity No. 765-77 Additional Copy of Operator's Manual per specification 4.2.3.	\$30.00
12	1 EACH	Commodity No. 765-77 Additional Copy of Shop Repair Manual per specification 4.2.3.	\$130.00

13	1 EACH	Commodity No. 765-77 Additional copy of Parts Catalog per specification 4.2.3.	\$45.00
14	1 EACH	Commodity No. 765-77 Tool Box per specification 6.6.4.26.	\$140.00
15	1 EACH	Commodity No. 765-77 Item Currently Not Available Additional Copy of Current Diagnostic Software per specification 4.2.4	\$0.00
Mandatory or Convenience Renewal Option Mandatory 1 year term w/renewal options per PA Section 2.3 Minimum Order n/a Return Policy n/a Warranty See PA Section 4.3 Warranty Best Value Analysis Freight / Surcharge			Contract Value \$170,000

Control # 890685

EXHIBIT A

PRICE AGREEMENT #6835
BY AND BETWEEN
STATE OF OREGON,
ACTING BY AND THROUGH ITS
DEPARTMENT OF ADMINISTRATIVE SERVICES ("SPO")
AND
Benkomatic/Owen Equipment Co. ("Contractor")

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SECTION 7 – PRICING
SECTION 8 – CERTIFICATION OF COMPLIANCE WITH TAX LAWS
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SECTION 11 – AWARD AND STATE SIGNATURE PAGE

ADDENDA – (COMPLETE AND SUBMIT WITH OFFER when so instructed)

This Price Agreement is between the State of Oregon, acting by and through its Department of Administrative Services ("SPO") and the undersigned ("Contractor") in Section 10.

A. SPO issued ITB #102-2119-5 seeking offers from qualified and responsible vendors to provide to Authorized Purchasers the Goods described in Section 6 and Section 7 of this Price Agreement.

B. Contractor submitted an Offer in response to the ITB offering to provide to Authorized Purchasers the Goods described in Section 6 at the prices set forth in Section 7 according to the terms and conditions of this Price Agreement.

C. SPO has awarded Contractor a Price Agreement for the Goods and Services specified based on submitted pricing and as set forth in Section 11.

AGREEMENT

In consideration of the foregoing recitals and subject to the covenants, terms and conditions set forth below the parties agree as follows:

1.0 DEFINITIONS

1.1 "Authorized Agency" means those State Agencies that are subject to the procurement authority of the Director of the Department pursuant to ORS 279A.050 and 279A.140 and with delegated authority pursuant to OAR 125-246-0170. This term also includes the Oregon Department of Administrative Services (the "Department") when the Department is engaged in Public Contracting (as defined under ORS 279A.010(1)(y)).

1.2 "Authorized Purchaser" means the State of Oregon, acting by and through SPO, and Authorized Agencies submitting Purchase Orders pursuant to SPO purchasing authority and direction and Independent Agencies submitting Purchase Orders pursuant to independent purchasing authority. It may also include ORCPP Participants and WSPC Participants with appropriate purchasing authority, under their applicable statutes, rules, regulations or ordinances that submit Purchase Orders to Contractor.

1.3 "Contract" means the entire agreement between the Contractor and the Authorized Purchaser, comprised of this Price Agreement, including any Addenda and Amendments and a signed Purchase Order.

1.4 "Goods" means the individual items and related Services, if any, described in Sections 6 & 7.

1.5 "F.O.B." or "free on board" has the meaning found in ORS 72.3190.

1.6 "Independent Agencies" means those State Agencies with independent procurement authority pursuant to ORS 279A.050, 279A.170 and other provisions of applicable State law.

1.7 "ORCPP" means the Oregon Cooperative Purchasing Program, whose Participants include but are not limited to: State Agencies not subject to SPO purchasing authority, cities, counties, school districts, special districts, Qualified Rehabilitation Facilities (QRFs), residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies.

1.8 "Participants" means members of ORCPP and WSPC.

1.9 "Price Agreement" means this agreement between the Contractor and SPO under which the Contractor agrees to hold prices, terms and conditions firm for a specified period of time for the benefit of Authorized Purchasers.

1.10 "Purchase Order" means the purchase document in proper form as described in section 2.6.4 that is submitted by an Authorized Purchaser to Contractor which together with this Price Agreement creates a Contract between Contractor and Authorized Purchasers for the purchase of the Goods described in the Purchase Order.

1.11 "Services" means the services, if any, described in Sections 6 and 7 to be performed by Contractor under the Contract that are incidental to the purchase of Goods.

1.12 "Specifications" means the specific attributes of the Goods to be purchased or Services to be provided, if any.

1.14 "Standard" means everything related to the Goods that the manufacturer or Contractor offers to the general public during the applicable model year.

1.15 "State Agency" or "State Agencies" means boards, commissions, departments, or agencies of the State of Oregon, whose costs are paid, in whole or in part from funds held in the State Treasury.

1.16 "UCC" means the Uniform Commercial Code, ORS chapters 71 and 72, as applicable and as amended from time to time.

1.17 "VCAF" means Vendor Collected Administrative Fee

1.18 "VSR" means Volume Sales Report

1.19 "WSPC" means "State of Washington Purchasing Cooperative"

2.0 PRICE AGREEMENT TERMS AND CONDITIONS

2.1. PRICE DECREASE: The Authorized Purchaser shall be given the immediate benefit of any price decrease. Contractor shall promptly notify SPO of the amount and effective date of each decrease. This decrease shall apply to orders placed on or after the effective date of the decrease. Invoices shall reflect prices in effect on the date the Authorized Purchaser's Purchase Order document was written.

2.1.1. Should such decreased prices again increase during the term of the Contract, including extensions, the SPO shall honor the increase if acceptable documentation verifying the increase is submitted to SPO. SPO shall determine what constitutes acceptable documentation.

2.2 Fixed Terms, Conditions and Prices. A Price Agreement constitutes a firm offer by the Contractor regardless of whether any order or purchase has been made or any performance has been tendered under the Price Agreement. A Price Agreement is enforceable for the period stated in the Price Agreement and, notwithstanding ORS 72.2050, obligations there under are not revocable by the Contractor per ORS 279B.140 .

2.3 TERM OF PRICE AGREEMENT: The initial Price Agreement Term shall be one (1) year beginning on the date that SPO signs the Price Agreement. SPO may extend the term of the Price Agreement for additional periods not to exceed a cumulative total of five (5) years, unless terminated earlier in accordance with the termination provisions set forth herein .

2.4. EXTENSIONS: SPO shall notify Contractor in writing if the SPO intends to extend the Price Agreement ("Renewal Notice") at least thirty (30) days prior to the expiration of the then current term. If Contractor consents to the extension, it shall sign and return the Renewal Notice to SPO within the time period specified therein. If the Contractor does not consent, the Price Agreement shall expire according to its terms, unless earlier terminated.

2.5. ONE MONTH EXTENSION OPTION: Notwithstanding the foregoing, the SPO reserves the right in its sole discretion to extend the Price Agreement for a maximum of one (1) calendar month beyond the end of any term. SPO shall notify Contractor in writing of the one-month extension prior to the expiration of the then current term. Consecutive one-month extensions obtained under this Section are not allowed.

2.6 TERMINATION.

2.6.1 SPO and Contractor may terminate the Price Agreement at anytime by mutual written consent.

2.6.2. SPO may, at its sole discretion, terminate the Price Agreement upon 30 days written notice to Contractor including the reasons set forth in ORS 279B.140.

2.6.3 SPO may terminate the Price Agreement if Contractor is in default under any resulting Contract.

2.6.4 PURCHASE ORDERS: Contractor shall only accept purchase orders that: (a) contain the mandatory purchase order language set forth in Section 2.6.6, below, except that for Authorized Agencies, Contractor shall only accept purchase orders that comply with Section 2.6.5, below; (b) specify the quantity of Goods ordered; (c) specify a delivery schedule, if any; (d) specify delivery location; (e) specify invoicing address; and (f) specify Authorized Purchaser's authorized representative ("Purchase Order"). Contractor shall only accept Purchase Orders that do not vary, amend, modify, or add Contract provisions other than changes to the Authorized Purchaser's authorized representative, identification of Goods and order quantities, optional Services, equipment and accessories offered

under the terms of the Price Agreement, delivery schedules in accordance with the terms of the Price Agreement, delivery destination and invoicing address. Each such Purchase Order Contractor accepts shall create a separate Contract between the parties, enforceable in accordance with the terms thereof and independent of all other such Contracts.

2.6.5 STATE AGENCIES: Authorized Agencies shall use the SPO-approved Purchase Order forms to order Goods under the Price Agreement unless otherwise authorized by SPO. Such Purchase Order forms shall reference the Price Agreement by the Price Agreement number and include the ITB number, and Bid item number(s) of the Goods ordered.

2.6.6 MANDATORY PURCHASE ORDER LANGUAGE:

THIS PURCHASE IS SUBMITTED PURSUANT TO STATE OF OREGON SOLICITATION #102-2119-5 AND PRICE AGREEMENT # [ORDERING ORGANIZATION WILL INSERT PRICE AGREEMENT #]. THE PRICE AGREEMENT INCLUDING CONTRACT TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T'S & C'S) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T'S AND C'S, EXPRESSED OR IMPLIED.

2.6.6.1 Notwithstanding any other provision of this Price Agreement, in the event that an Authorized Purchaser uses a credit card to pay for an order, an Authorized Purchaser generated Purchase Order is not a necessary document to the transaction. In lieu of a Purchase Order document, a Contractor order acknowledgement document will become a part of the Contract. However, in no event will an order acknowledgement, web order page or other Contractor generated document used to acknowledge the order such modify or provide additional terms and conditions of this Contract. Such order acknowledgement document shall be for the sole purpose of acknowledging the order and payment and are not part of this Price Agreement or any resulting Contract.

2.6.6.2 In the event a court of competent jurisdiction determines that a Purchase Order constitutes an offer rather than an acceptance, then acceptance by Contractor shall be limited to the terms and conditions of the Contract as set forth in this Price Agreement.

2.7 WASHINGTON TAXES: WSPC Participants who enter into a Contract shall be responsible for paying all sales, use and other taxes, fees, and charges imposed by the State of Washington on the transaction.

2.8 SALES TO UNAUTHORIZED PURCHASERS: It is the Contractor's responsibility to verify Authorized Purchasers' authority to contract pursuant to the Price Agreement. If Contractor is found to have entered into two or more Contracts with an entity other than an Authorized Purchaser, Contractor will be deemed to be in material breach of the Price Agreement.

2.9 VERIFICATION OF PARTICIPANT AUTHORITY:

2.9.1 ORCPP: ORCPP Participants can be verified on the SPO website: <http://www.oregon.gov/DAS/SSD/SPO/coop-menu.shtml> or through Procurement Centers located throughout Oregon. Call (503) 378-4649 for information or to view list of centers identified on SPO Web page.

2.9.2 WSPC: WSPC Participants can be verified by accessing Internet Address:

<http://www.ga.wa.gov/PCA/spc.htm> or by calling (360) 902-7415.

2.10 VOLUME SALES REPORTS:

2.10.1 CONTENT: Contractor shall furnish to SPO quarterly reports of sales made under the Price Agreement. The reports shall identify the ITB and Price Agreement number(s), and shall provide information in the following specific categories:

2.10.1.1 Bid item number.

2.10.1.2 Customer name of Authorized Purchaser, if applicable.

2.10.1.3 Purchase Order number.

2.10.1.4 Date ordered.

2.10.1.5 Quantity of each Bid item ordered.

2.10.1.6 Unit purchase price and extended total for each Bid item ordered.

2.10.2 COMPLIANCE AUDITS: SPO shall monitor Contractor for compliance through Price Agreement volume sales reports required throughout the term of the Price Agreement. SPO reserves the right to audit Contractor's Price Agreement and Contract files.

2.10.3 REPORTING DATES: Volume sales reports are due by the 15th day following the end of each calendar quarter during the term of the Price Agreement. Calendar quarters end March 31, June 30, September 30 and December 31. SPO RESERVES THE RIGHT TO TERMINATE THE PRICE AGREEMENT IF CONTRACTOR DOES NOT SUBMIT SALES REPORTS AS SCHEDULED.

2.10.4 ALL REPORT COPIES: Contractors shall supply reports in a format approved by both parties. Reports on CD ROM are preferred, however, hard copy reports are acceptable. The following format examples are preferred for sales information reports:

1. Excel Spreadsheet
2. MS Word

All other report formats must be approved and agreed upon by Gail L. Carter, State Procurement Analyst and Contractor before submission of the first report

3.0 STANDARD CONTRACT TERMS AND CONDITIONS

3.1 ORDER OF PRECEDENCE: The printed terms and conditions set out in this Section 3 are the Standard Terms and Conditions for State of Oregon contracts for Goods. SPO may also provide Special Contract Terms and Conditions in Section 4, which apply only to this Contract. Whenever possible, all terms and conditions of this Price Agreement are to be harmonized. In the event of a conflict between the Standard and Special Contract Terms and Conditions, the Special Contract Terms and Conditions take precedence, unless the Standard term in question is required by law. In the event of any other conflict, the Contract will be interpreted in the following order of precedence: (i) amendments, (ii) addenda (iii) the Special Contract Terms and Conditions, (iv) Specifications, (v) these Standard Contract Terms and Conditions, and (vi) Price Agreement Terms and Conditions.

3.2 PAYMENT: Contractor shall look solely to Authorized Purchaser for payment of all amounts that may be due under the Contract. AUTHORIZED PURCHASER IS SOLELY RESPONSIBLE FOR PAYMENT UNDER THE CONTRACT. Payment is due by Authorized Purchaser within forty-five (45) days after the date of the invoice.

3.3 OVERDUE CHARGES: At Contractor's option, it may assess overdue account charges to Authorized Purchaser, in accordance with the provisions of ORS 293.462(3), up to a maximum rate of two-thirds of one percent per month (8% per annum).

3.4 PAYMENT ADDRESS: Payment shall be sent to Contractor at the address specified in the invoice.

3.5 INVOICES: Contractor shall invoice Authorized Purchaser only after delivery of all Goods ordered. Invoices shall be sent to the Delivery Destination specified on the Purchase Order, or to a different address as may be provided by Authorized Purchaser. Contractor shall include in its invoice the ITB# 102-2119-5, Contract #, if any, Goods ordered and volume or quantity of Goods delivered, the price per item or quantity of Goods, the total amount due, and address to which payment is to be sent.

3.6 MOST FAVORABLE PRICES AND TERMS: Contractor represents that all prices, terms and benefits offered by Contractor under this Contract are equal to or better than the equivalent prices, terms and benefits being offered by Contractor to any other state or local government unit or commercial customer.

3.6.1 Should Contractor, during the term of the Contract, enter into any contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other such government unit or commercial customer, this Contract shall thereupon be deemed amended to provide the same price or prices, terms and benefits to the State. This provision applies to comparable Goods and Services, and to purchase volumes by the State that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits or more favorable terms.

3.6.2 Section 3.6.1 does not apply to donations of Goods to charitable, nonprofit or government entities, if the donations are recognized as such and are deductible under the federal Internal Revenue Code.

~~3.7 INSPECTIONS/ACCEPTANCE: The Authorized Purchaser may reject any shipment and/or cancel any Purchase Order which does not meet all of the requirements of the specifications and warranties. The Authorized Purchaser shall have twenty-one (21) calendar days from date of delivery of the entire order within which to inspect and accept or reject the Goods. If the Goods are rejected, the Authorized Purchaser shall provide Contractor with written notification of rejection. Notice of rejection shall include itemization of apparent defects, including but not limited to (i) discrepancies between the Goods and the applicable specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or (ii) otherwise nonconforming Goods (including late delivery). Notice of rejection shall also indicate whether cure will be allowed.~~

3.7.1 CURE: The Authorized Purchaser may elect to have the Contractor deliver substitute Goods that comply with the Contract specifications and warranties or have the Goods repaired at Authorized Purchaser's option. The Contractor shall deliver substitute conforming Goods within fourteen (14) calendar days of receipt of notice of rejection and opportunity to cure. Failure to complete cure within the fourteen (14) -calendar-day period shall constitute a material default of the Contract. If a missing part, component, or accessory cannot be provided and installed within fourteen (14) calendar days by Contractor, Authorized purchaser, with prior written Contractor approval, shall have the

right to buy the item or part from another source and bill the Contractor or deduct the cost from the Contractor's invoice for the Goods, including costs of installation.

3.7.2 REMOVAL/REIMBURSEMENT: If the Goods are rejected or acceptance is revoked, the Contractor shall refund any Contract payments that have been made with regard to the rejected Goods, and shall (at Contractor's sole cost and expense) remove the Goods within fourteen (14) calendar days of receiving notice of rejection or revocation of acceptance.

Nothing contained in this Section 3.7 shall preclude Authorized Purchaser from other remedies to which it may be entitled upon rejection or revocation of acceptance.

3.8 REPRESENTATIONS; WARRANTIES:

3.8.1 AUTHORITY; BINDING OBLIGATION: Contractor represents and warrants that Contractor has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

3.8.2 WARRANTY ON MATERIALS, DESIGN, MANUFACTURE: Contractor represents and warrants that all Goods shall be new, unused, current production models, where applicable, and shall be free from defects in materials, design and manufacture for the duration of the warranty period specified in Section 4. Where specifications have been made a part of the ITB, Contractor further represents and warrants that all Goods shall be in compliance with and meet or exceed all specifications.

3.8.3 WARRANTY ON SERVICE STANDARDS: Contractor warrants that all services required to be performed, if any, shall be performed in a good and workmanlike manner, and in accordance with the highest applicable professional or industry standards.

3.8.4 WARRANTY OF TITLE: Contractor represents and warrants that all Goods are free and clear of any liens or encumbrances, and that Contractor has full legal title to the Goods, and that no other person has any right, title or interest in the Goods which shall be superior to or infringe upon the rights granted to the Authorized Purchasers hereunder.

3.8.5 WARRANTY ON SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that Goods provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, Occupational Safety and Health Administration (OSHA), and all Oregon safety and health requirements, including, but not limited to, those of the State Workers' Compensation Division.

3.8.6 WARRANTIES CUMULATIVE: The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in the Contract. All warranties provided in the Contract shall be cumulative, and shall be interpreted expansively so as to afford the Authorized Purchasers and the State the broadest warranty protection available.

3.8.7 MANUFACTURER WARRANTIES: Contractor shall have all manufacturer warranties covering the Goods and component parts, if any, transferred to the Authorized Purchasers at time of delivery at no charge.

3.9 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

3.9.1 FEDERAL, STATE, LOCAL, HIPPA

3.9.1.1 Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the

generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders, as they may be amended from time to time during the term of the Contract, to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996; (viii) ORS Chapter 659A, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Agency's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 the terms of which are incorporated by reference into such Contracts.

3.9.1.2 HIPAA Business Associate Requirements: The federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the federal regulations implementing the Act require that Agency obtain certain satisfactory assurances from its business associates. Such satisfactory assurances and the other business associate contracting requirements are contained in OAR 125, Division 55.

Contractor is a business associate of Agency and desires to provide such assurances with respect to the performance of its obligations under the Contract. Contractor provides the satisfactory assurances contained in OAR 125, Division 55, which is incorporated herein by this reference, and Contractor and Agency agree to comply with the terms and conditions contained in OAR 125, Division 55.

3.9.2 RECYCLED PRODUCTS: Contractor shall to the maximum extent economically feasible use recycled and recyclable products in the performance of the Contract. These products shall include recycled paper, recycled PETE products, as defined in ORS 279A.010(1)(ff), and other recycled plastic resin products.

3.9.3 In the event of a conflict between the specifications and applicable federal or State laws, the federal or State laws shall prevail. Provided, however, in the event any conflict is based solely upon minimum standards, such as quality or safety, the higher or more stringent standard shall apply. Contractor shall be responsible for making any modifications required to achieve compliance with the required laws and standards. Contractor shall notify SPO and Authorized Purchasers of any such required modifications upon receipt of knowledge or notification of such.

3.9.4 In the event any Good or component part is recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable standards, Contractor shall immediately notify SPO and the Authorized Purchaser of the recall or non-compliance, and shall provide copies of the notice or other documentation. Authorized Purchaser may elect to (a) cancel any portion of the Contract, (b) reject the Goods (c) revoke its acceptance of the Goods, or (d) terminate the Contract in whole or in part, based upon such recall or non-compliance. In the event of rejection or revocation of acceptance under this subsection, Contractor shall promptly remove the Goods at its sole cost and expense, and reimburse Authorized Purchaser for payments made.

3.10 FOREIGN CONTRACTOR: If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. Oregon Authorized Purchaser's shall be entitled to withhold final payment under the Contract until Contractor has met this requirement.

3.11 MATERIAL SAFETY DATA SHEET: Contractor shall provide the Authorized Purchaser at time of delivery with a Material Safety Data Sheet as defined by the Occupational Safety and Health Administration (OSHA) for any Goods provided under the Contract which may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must properly label, tag or mark such Goods.

3.12 TIME IS OF THE ESSENCE: Contractor agrees that time is of the essence for Contractor's performance obligations under the Contract.

3.13 FORCE MAJEURE: Neither Authorized Purchaser nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract. The Authorized Purchaser may terminate the Contract upon written notice after reasonably determining that such delay or default will likely prevent successful performance of the Contract.

3.14 INSURANCE: Contractor shall obtain prior to performing under the Contract, and maintain during the term of the Contract (including all warranty periods), the insurance required under Section 5. With regard to workers' compensation insurance, all employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors, if any, complies with these requirements.

3.15 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS: If Authorized Purchaser is an Authorized Agency or an Independent Agency, the Authorized Purchaser represents that it has sufficient funds available and authorized within its biennial appropriation or limitation to pay the cost of purchases under the Contract prior to the end of the current biennium. Contractor understands and agrees that such an Authorized Purchaser's payment of amounts under the Contract attributable to purchases made after the last day of the current biennium is contingent on that Authorized Purchaser's receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to continue to make payments under the Contract.

3.16 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:

3.16.1 Contractor shall perform all required Services as an independent Contractor. Although the Authorized Purchaser reserves the right (i) to determine (and modify) the delivery schedule for the Goods to be delivered and the Services to be performed and (ii) to evaluate the quality of the completed performance, Authorized Purchaser cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services required by this Contract.

3.16.2 If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract declares and certifies that: Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244.020 and no State or federal rules or

regulations of would prohibit Contractor's Work under this Contract. Contractor is not an "officer", "employee", or "agent" of the Authorized Purchaser, as those terms are used in ORS 30.265.

3.16.3 Contractor shall be responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Authorized Purchaser will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

3.17 INDEMNIFICATION:

3.17.1 CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE AUTHORIZED PURCHASER, THE STATE AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, AWARDS AND COSTS, OF EVERY KIND AND DESCRIPTION (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES AT TRIAL, ON APPEARANCE AND IN CONNECTION WITH ANY PETITION FOR REVIEW) (COLLECTIVELY, "CLAIM") WHICH MAY BE BROUGHT OR MADE AGAINST ANY AUTHORIZED PURCHASER, THE STATE, OR THEIR AGENTS, OFFICIALS, EMPLOYEES AND ARISING OUT OF OR RELATED TO (I) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF CONTRACTOR, ITS EMPLOYEES, AGENTS, RELATED TO THIS CONTRACT, (II) ANY ACT OR OMISSION BY CONTRACTOR THAT CONSTITUTES A MATERIAL BREACH OF THIS CONTRACT, INCLUDING WITHOUT LIMITATION ANY BREACH OF WARRANTY, OR (III) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY BY DELIVERY OR USE OF THE GOODS. AUTHORIZED PURCHASER SHALL PROMPTLY NOTIFY CONTRACTOR IN WRITING OF ANY CLAIM THAT AUTHORIZED PURCHASER OR STATE BECOMES AWARE. CONTRACTOR'S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY (I) THE NEGLIGENT OR WILLFUL MISCONDUCT OF AUTHORIZED PURCHASER, THE STATE, OR THEIR AGENTS, OFFICIALS OR EMPLOYEES, OR (II) AGENCY'S MODIFICATION OF GOODS WITHOUT CONTRACTOR'S APPROVAL AND IN A MANNER INCONSISTENT WITH THE PURPOSE AND PROPER USAGE OF SUCH GOODS.

3.17.2 PROVIDED, HOWEVER, THE OREGON ATTORNEY GENERAL MUST GIVE WRITTEN AUTHORIZATION TO ANY LEGAL COUNSEL PURPORTING TO ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF, THE STATE AND/OR ITS OFFICERS, EMPLOYEES AND AGENTS PRIOR TO SUCH ACTION OR REPRESENTATION. FURTHER, THE STATE, ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE, MAY ASSUME ITS OWN DEFENSE, INCLUDING THAT OF ITS OFFICERS, EMPLOYEES AND AGENTS, AT ANY TIME WHEN IN THE STATE'S SOLE DISCRETION IT DETERMINES THAT (I) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (II) COUNSEL IS NOT ADEQUATELY DEFENDING OR ABLE TO DEFEND THE INTERESTS OF THE STATE, ITS OFFICERS, EMPLOYEES AND/OR AGENTS; (III) IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE; OR (IV) THE BEST INTERESTS OF THE STATE ARE SERVED THEREBY. CONTRACTOR'S OBLIGATION TO PAY FOR ALL COSTS AND EXPENSES SHALL INCLUDE THOSE INCURRED BY THE STATE IN ASSUMING ITS OWN DEFENSE AND/OR THAT OF ITS OFFICERS, EMPLOYEES, OR AGENTS UNDER (I) AND (II) ABOVE.

3.18 EVENTS OF DEFAULT.

3.18.1 Default by Contractor. Contractor shall be in default under this Contract if:

3.18.1.1 Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

3.18.1.2 Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Contract and Contractor has not obtained such license or certificate within ten (10) business days after delivery of Authorized Purchaser's notice or such longer period as Authorized Purchaser may specify in such notice; or

3.18.1.3 Contractor commits any material breach or default of any covenant, warranty, obligation or certification under this Contract including but not limited to breach of the Price Agreement, and such breach, default or failure is not cured within ten (10) business days after delivery of Authorized Purchaser's notice of default or such longer period as Authorized Purchaser may specify in such notice.

3.18.2 Default by Authorized Purchaser. Authorized Purchaser shall be in default under this Contract if:

3.18.2.1 Authorized Purchaser fails to pay Contractor any amount pursuant to the terms of this Contract, and Authorized Purchaser fails to cure such failure within ten (10) business days after delivery of Contractor's notice of default or such longer period as Contractor may specify in such notice; or

3.18.2.2 Authorized Purchaser commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and Authorized Purchaser fails to cure such failure within ten (10) business days after delivery of Contractor's notice of default or such longer period as Contractor may specify in such notice.

3.19 REMEDIES

3.19.1 Authorized Purchaser's Remedies. In the event Contractor is in default under Section 3.18.1, in addition to the remedies afforded elsewhere herein, the Authorized Purchaser, shall be entitled to recover for any and all damages suffered as the result of Contractor's breach of Contract, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. The Authorized Purchaser may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

3.19.1.1 Termination of this Contract under Section 3.21;

3.19.1.2 Withholding all monies due for invoiced for invoiced Goods or Services that Contractor is obligated but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;

3.19.1.3 Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief;

3.19.1.4 Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to Authorized Purchaser's setoff without penalty

3.19.1.5 These remedies are cumulative to the extent the remedies are not inconsistent, and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in default under Sections 3.18.1, the rights and obligations of the parties shall be the same as if this Contract was terminated for convenience pursuant to Section 3.21.2.1.

3.19.2 Contractor's Remedies: In the event Authorized Purchaser terminates the Contract for convenience under Section 3.21.2.1, or in the event Authorized Purchaser is in default under Section 3.18.2 and whether or not Contractor elects to exercise its right to terminate the Contract under Section 3.21.3, Contractor's sole remedy shall be (a) A claim against Authorized Purchaser for the unpaid purchaser price for Goods delivered and accepted by Authorized Purchaser. For Services compensable on an hourly basis, the Contractor may make a claim for unpaid invoices, hours worked but not yet billed and authorized expenses for services completed and accepted by Authorized Purchaser. For deliverable-based Services, the Contractor may make a claim for the sum designated for completing the deliverable multiplied by the percentage of Services completed and accepted by Authorized Purchaser, less previous amounts paid and any claim(s) which Authorized Purchaser has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall reimburse any excess to Authorized Purchaser upon written demand.

3.20 ATTORNEYS' FEES: With the exception of defense costs and expenses pursuant to 3.17, neither party shall be entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to the Contract.

3.21 TERMINATION:

3.21.1 MUTUAL CONSENT: The Contract may be terminated at any time by mutual written consent of the parties.

3.21.2 AUTHORIZED PURCHASER:

3.21.2.1 AUTHORIZED PURCHASER may, at its sole discretion, terminate the Contract, for convenience, at any time upon 30 days written notice.

3.21.2.2 AUTHORIZED PURCHASER is excused from performance and may in its sole discretion terminate the Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as the Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events: (i) the Authorized Purchaser fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Goods to be purchased under the Contract; or (ii) federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of the Goods by the Authorized Purchaser under the Contract is prohibited, or the Authorized Purchaser is prohibited from paying for such Goods from the planned funding source; or (iii) Contractor commits any material breach of the Contract. Pursuant to this Section 3.21.2.2, upon receipt of written notice of termination, Contractor shall stop performance under the Contract as directed by the Authorized Purchaser.

3.21.3 CONTRACTOR: Contractor may terminate the Contract immediately upon notice to Authorized Purchaser, or at such later date as it may establish in such notice as set forth in Section 3.18.2, upon Agency's failure to pay for the Goods, in accordance with the terms of this Contract.

3.22 ACCESS TO RECORDS: Contractor shall retain, maintain, and keep accessible all records relevant to the Contract (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Financial Records shall also be kept in accordance with generally-accepted accounting principles. During the Record-retention period established in this Section 3.22, the Contractor shall permit the Authorized Purchaser, its duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

3.23 NOTICES: All notices required under the Contract shall be in writing and addressed to the party's authorized representative. For Authorized Purchasers, the authorized representative shall be identified in the Purchase Order. Contractor's authorized representative shall be the individual identified in Section 10. Mailed notices shall be deemed received five (5) days after post marked, when deposited, properly addressed and prepaid, into the U.S. postal service. Faxed notices shall be deemed received upon electronic confirmation of successful transmission to the designated fax number. Personal delivery shall be effective upon delivery.

3.24 PURCHASE ORDERS; ACKNOWLEDGEMENTS: The parties acknowledge and agreement that other than designation of order quantities, types of Goods, delivery destination, and dates of order and scheduled delivery of other performance, any Purchase Orders or acknowledgement documents are simply for the convenience of the parties to initiate or confirm an order of Goods under this Contract and that no other terms or conditions contained in those documents shall be of any force or effect or be binding upon the parties.

3.25 GOVERNING LAW: The Contract shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. To the extent not modified by the terms of this Contract, the UCC shall govern this transaction.

3.26 VENUE; CONSENT TO JURISDICTION:

3.26.1 STATE CONTRACT VENUE; CONSENT TO JURISDICTION: Any claim, action, suit or proceeding (collectively, "Claim") between a Authorized Agency and Contractor, or an Independent Agency and Contractor, that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon, provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

3.26.2 ORCPP, WSPC CONTRACT VENUE; CONSENT TO JURISDICTION: Any Claims between Contractor and an ORCPP or WSPC Authorized Purchaser that arise from or relate to the Contract shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such ORCPP or WSPC Authorized Purchaser resides, or at the ORCPP or WSPC Authorized Purchaser's option, within such other county as the ORCPP or WSPC Authorized Purchaser shall be entitled under the laws of

the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District in which such ORCPP or WSPC Authorized Purchaser resides. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of ORCPP or WSPC Authorized Purchaser's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

3.27 SURVIVAL: Any terms of this Contract, which by their context or nature are intended to survive termination or expiration including but not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions shall survive the termination or expiration of this Contract.

3.28 SEVERABILITY: If any provision of the Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

3.29 ASSIGNMENT/SUBCONTRACT/SUCCESSORS: Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under the Contract, in whole or in part, without the prior written approval of the Authorized Purchaser. Further, no such written approval shall relieve Contractor of any obligations under the Contract, and any assignee, transferee, or delegate shall be considered the agent of Contractor. The provisions of the Contract shall be binding upon, and shall inure to the benefit the parties to the Contract and their respective successors and permitted assigns.

3.30 MERGER CLAUSE; AMENDMENT; WAIVER: The Contract constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified therein regarding the Contract. No waiver, consent, or amendment of terms of the Contract shall bind either party unless in writing and signed by both parties, and all necessary approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of the Authorized Purchaser to enforce any provision of the Contract shall not constitute a waiver by the Authorized Purchaser of that or any other provision.

SECTION 4 – SPECIAL CONTRACT TERMS AND CONDITIONS

4.1 DELIVERY COMPONENTS

The following items (collectively referred to as "Delivery Components") shall be included in the Bid price, and shall be delivered with each Unit:

4.1.1 A manufacturer's statement of origin.

4.1.2 A copy of all product information and instructions supplied by the manufacturer.

4.1.3 Data sheets (furnished by procuring agency, if required) filled out with applicable data, shall be delivered with each Unit.

4.1.4 Three (3) sets of keys for all locks shall be delivered with each Unit. Orders for multiple Units shall be keyed alike.

4.1.5 All manufacturer's warranties, evidencing proper transfer to the State.

4.1.6 An extra filter set consisting of all filters used on the Unit (oil, hydraulic, air, water, fuel, etc.), each of which shall be individually packaged and identified. The filter set shall be packaged as a group in appropriately-sized five (5) mil., minimum, plastic water proof bags or box. Filters shall remain in original packaging when possible. Extra filter set shall include filters for cab air, air intakes, air vents and transmission, if applicable.

4.2 MANUALS:

4.2.1. One (1) copy of current operator's manual, shop repair manual, parts catalog, and all other operator information and instructions available from the manufacturer shall be provided with each Unit ordered.

4.2.2. One (1) copy of current diagnostic software for the Unit shall be included provided with each Unit ordered, if available from manufacturer.

4.2.3. Additional copies of the current operator's manual, shop repair manual and parts catalog may be obtained by Authorized Purchasers at the price specified in Section 7 under items 11, 12, and 13.

4.2.4 Additional copies of current diagnostic software, if available from manufacturer, may be obtained by Authorized Purchasers at the price specified in Section 7 under item 15 (optional item).

4.2.5 Shop repair manuals shall include electrical and hydraulic schematic diagrams covering all systems, components and optional equipment.

4.2.6 Parts catalogs shall cover all components and optional equipment available from the manufacturer. ("All components" means the primary Unit and all auxiliary equipment and/or components added to the Unit to meet the Specifications set forth in the ITB.)

4.2.7 Shop repair manuals and parts catalogs may be combined.

4.2.8 Operator manuals provided shall be in hard copy format only. Service, parts and repair manuals may be provided in hard copy, CD ROM or DVD format.

4.2.9 All hard copy manuals and catalogs shall be individually assembled and bound.

4.3 WARRANTY:

4.3.1 The total combined scope and duration of the warranties against defects in materials, design, and manufacture shall be no less than two (2) years total per Unit. The warranty period for the debris tank(s) shall be for a period of not less than five (5) years. The warranty period on installation parts (if applicable) shall be for a period of not less than one (1) year. Any portions of the standard warranty on any of the components that exceed these requirements shall apply.

4.3.2 Contractor shall have all manufacturer warranties covering the Goods and component parts, where applicable, transferred to Authorized Purchaser at time of delivery at no charge.

4.3.3 All warranty periods shall run from the date the covered Unit is put into service by the Authorized Purchaser, as evidenced by Authorized Purchaser's business records.

4.3.4 The warranty shall exclude consumables such as lamps, belts, batteries and tires, except as warranted by the manufacturer of said items. It shall also exclude damage to the Unit due to accident or misuse.

4.3.5 The Contractor shall be responsible for all warranty adjustment expenses.

4.3.6 With prior Contractor approval, the State may elect to have equipment transported by the Authorized Purchaser to the Contractor's authorized repair center for warranty work. The Contractor shall reimburse the Authorized Purchaser for all costs thereof.

4.3.7 WARRANTY REPAIRS: If any Unit or component thereof should prove defective in workmanship, design, or materials during the relevant warranty period, the manufacturer or Contractor shall promptly repair or replace the Unit or component ("Warranty Repairs") at no cost to the State, including parts, labor, and expenses of any kind (transportation and shipping costs, insurance, meals, accommodations, travel time, mileage, etc., to job sites) ("Warranty Costs"). Contractor shall be responsible for completing all necessary Warranty Repairs within forty-eight (48) State recognized business hours of notice from Authorized Purchaser. Such notice may be made by phone, fax, e-mail or other means reasonably calculated to reach Contractor.

4.3.7.1 AUTHORIZED PURCHASER REPAIR OPTION. With Contractor's prior approval, not to be unreasonably withheld, Authorized Purchaser may perform Warranty Repairs. In such case, Authorized Purchaser will hold the failed parts for the Contractor's inspection, together with sufficient documentation to verify the repairs. Contractor shall reimburse Authorized Purchaser for all Warranty Costs incurred in making such repairs.

4.3.7.2 EMERGENCY REPAIRS. In an emergency, if the Contractor is unable to furnish a service representative and parts to the on-site location of a Unit within the time frame required by Authorized Purchaser under the circumstances, Authorized Purchaser may elect to have emergency Warranty Repairs completed by a different authorized Warranty Repair provider and hold the failed parts for the Contractor's inspection, together with sufficient documentation to verify the repairs. The Contractor shall reimburse Authorized Purchaser for all Warranty Costs incurred in completing such emergency repairs. In the alternative, Authorized Purchaser may rent substitute equipment from another source until Warranty Repairs can be completed, and obtain from Contractor reimbursement for all costs incurred. As used in this SECTION 4.3.7.2, "costs" include substitute equipment, parts, labor, testing, transportation and shipping costs, insurance, travel, meals, accommodations, and all other expenses related to rental of substitute equipment.

4.3.8 WARRANTY COMPUTER SOFTWARE: Contractor warrants that engine diagnostic software will not infringe, nor will Authorized Purchaser's use of such software infringe, any license, copyright, patent, trade secret, or other proprietary right of any third party, and Contractor shall provide indemnification to Authorized Purchasers against any such infringement of third party rights.

SECTION 5 – INSURANCE REQUIREMENTS (PROVIDE IF ISSUED AN INTENT TO AWARD)

During the term of the Contract, including warranty periods, if any, Contractor shall maintain in full force and at its own expense each insurance coverage or policy noted below, from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and are acceptable to SPO.

5.1 COMMERCIAL GENERAL LIABILITY. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to the SPO. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract, and is made on an occurrence basis. Combined single limit per occurrence shall not be less than \$ 1,000,000. Annual aggregate limit shall not be less than \$ 1,000,000.

5.2 AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

5.3 GARAGEKEEPERS' LEGAL LIABILITY: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Price Agreement and any applicable warranty periods, garagekeepers' legal liability insurance. Combined single limit per occurrence shall not be less than \$1,000,000. Coverage shall also include coverage for "autos left for service, repair, storage or safekeeping." Combined single limit per occurrence shall not be less than \$1,000,000.

5.4 EMPLOYERS' LIABILITY. If Contractor is a subject employer, as defined in ORS 656.023, with regard to work under the Contract, Contractor shall obtain employers' liability insurance coverage with combined single limit per occurrence of not less than \$500,000, and annual aggregate limits of not less than \$1 million.

5.5 WORKERS' COMPENSATION: All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

5.6 ADDITIONAL INSURED: The liability insurance coverage, except Professional Liability; Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include the State of Oregon, and its departments, divisions, commissions, branches, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

5.7 "TAIL" COVERAGE: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. If Continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the end of the Contract. This will be a condition of the final acceptance of work or services.

5.8 NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without sixty (60) days' written notice from the Contractor or its insurer(s) to SPO. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by SPO.

5.9 CERTIFICATE(S) OF INSURANCE: Prior to performing under the Contract, as evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance for all required insurance to the SPO prior to the award of the Contract if required by the ITB, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insured (or Loss Payees). Insurance coverage required under this Contract shall be obtained from insurance companies acceptable to SPO. The Contractor shall pay for all deductibles, self-insured retention and/or self-insurance included hereunder.

6. GENERAL SPECIFICATIONS

6.1 SILENCE OF SPECIFICATIONS: The apparent silence of the Specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.

However, if any omitted Specification results in ambiguity as to material characteristics of the Bid item, or component incompatibility may affect required performance capabilities of a Bid item, and (a) inclusion of a Specification is necessary to enable a reasonable Bidder in the particular industry to properly identify material characteristics, or (b) a reasonable Bidder in the particular industry would recognize component incompatibility, Bidder shall submit a formal request for change as set forth in SECTION C.5. Failure to make such a request is at Bidder's risk, and the Bidder awarded a Contract shall be required to provide Goods meeting SPO's needs with regard to any omitted Specification or component incompatibility for which a request for change should reasonably have been sought.

6.2 ADHERENCE TO THE SPECIFICATIONS: Deviations from any of the Specifications may result in Bid rejection. In the event SPO determines that a deviation results in quality or characteristics that are equivalent or superior to that required in the Specification, SPO may consider the deviation to be responsive. However, it is within SPO's sole discretion to reject the Bid as nonresponsive regardless of equivalence or superiority, and Bidder assumes the risk that its deviation will render the Bid non responsive. Deviations unacceptable to SPO that are discovered after delivery shall be corrected at no cost to SPO.

6.3 DELIVERY:

6.3.1 DELIVERY DATE REQUIRED BY SPO: 90 calendar days from date of order.

6.4 TECHNICAL SPECIFICATIONS:

6.4.1 TECHNICAL DEFINITIONS:

6.4.1.1 "AMP" means ampere (a measurement of current)

6.4.1.2 "AWG" means American Wire Guide

6.4.1.3 "F" means Fahrenheit (measure of temperature)

6.4.1.4 "FMVSS" means Federal Motor Vehicle Safety Standards

6.4.1.5 "Heavy Duty" means the component exceeds the usual quantity, quality, or capacity of that supplied with a standard production Unit

- 6.4.1.6 "HP" means horse power.
- 6.4.1.7 "LB" means pound.
- 6.4.1.8 "MHZ" means megahertz (radio frequency unit)
- 6.4.1.9 "MPC" means Manufacturing Process Conference
- 6.4.1.10 "MPH" means miles per hour.
- 6.4.1.11 "PREVENTIVE MAINTENANCE" means maintenance recommended or required by the manufacturer in order to ensure proper performance of the Unit and to satisfy the terms and conditions of warranty coverage.
- 6.4.1.12 "PTO" means power take off.
- 6.4.1.13 "RPM" means revolutions per minute.
- 6.4.1.14 "SAE" means Society of Automotive Engineers
- 6.4.1.15 "SINAD" means Signal plus noise plus distortion to noise plus distortion ratio.
- 6.4.1.16 "CCA" means Cold Cranking Amps
- 6.4.1.17 "GVW" means Gross Vehicle Weight
- 6.4.1.18 "ISO" means International Standards Organization
- 6.4.1.19 "ANSI" means American National Standard Institute
- 6.4.1.20 "ID" means Identification
- 6.4.1.21 "MSHA" means Mine Safety and Health Administration
- 6.4.1.22 "EPA" means Environmental Protection Agency
- 6.4.1.23 "PSI" means Pounds per Square Inch
- 6.4.1.24 "DOT" means Department of Transportation

6.4.2 DRAWINGS:

6.4.2.1 INCLUDED IN THE ITB. The purpose of drawings, if included in the ITB, is to clarify the intent of the Specifications. Bidder is cautioned that drawings may NOT be relied upon, and may NOT reflect complete or accurate information contained in the Specifications, including all material requirements. Bidder is also cautioned that if there is a conflict between the drawings and the Specifications, the Specifications shall take precedence over the drawings.

6.4.2.2 REQUIRED OF BIDDER. Should the Bidder be required to provide drawings, Bidder must submit them with its Bid.

6.4.3 STANDARD COMPONENTS: Unless stipulated otherwise elsewhere in the ITB, Goods shall include all components and accessories listed by the manufacturer as standard.

6.4.4 COMPONENT SELECTION: The components selected shall be rated for the maximum loading they would be subjected to in severe service environments. The torque rating of a driven component shall exceed the input torque. The component parts and structure of the Unit shall be sized and designed to safely withstand the maximum load imposed, without inducing failure or deterioration. All Units shall be constructed from current production components as listed in current manufacturer parts catalogs.

6.4.5 NECESSARY COMPONENTS: The Bidder awarded a Contract shall provide all components, hardware, and parts necessary for proper assembly, installation, and operation of the Unit, even though certain items may not be specifically described in the ITB Specifications. This includes all cables, fittings, couplers, brackets, adapters, etc. Bidder shall include the cost of such components, hardware and parts in the Bid price.

6.4.6 REFERENCED STANDARDS: Certain ISO, SAE, and other consensus standards are referenced in these Specifications. Unless otherwise specified elsewhere in the ITB or required by law, the current version of each standard at time of delivery shall apply to the Unit and components thereof.

6.5 DEFAULT TECHNICAL SPECIFICATIONS: Unless particular Specifications under SECTION 6.7 or the Special Contract Terms and Conditions require otherwise, the following default Specifications shall apply.

6.5.1 LABELS: All controls and instrumentation shall be clearly identified and/or permanently labeled. Labels shall be engraved plastic, stainless steel, or aluminum alloy. Labels shall be permanently affixed.

6.5.2 ADVERTISING: Advertising is not allowed, except for the standard manufacturer's markings typically on a Unit. A Contractor identification sticker not to exceed four (4) inches by six (6) inches may be applied.

6.5.3 MUD FLAPS: Mud flaps shall be black with no legends.

6.5.4 SERVICE AND INSPECTION POINTS: The Unit shall be designed so that inspection and/or service points shall be readily accessible, including grease fittings and tire valve stems, drain ports, etc.

6.5.5 COVERS: All caps and covers that must be removed in order to perform daily to bi-weekly Preventive Maintenance, other scheduled warranty service, or maintenance recommended or required by the Contractor, must be secured to the Unit by a chain or other device. All hoses, pipes, and plumbing connections shall have either retained covers, quick disconnects, or protective caps.

6.5.6 SPECIAL TOOLS: If special tools, gauges, adapters, etc., are required for maintenance, adjustment and/or inspection of the Unit or a component thereof, they shall be identified and delivered with the Unit. This includes the latest version of diagnostic software, where applicable.

6.5.7 FILTERS: Filters shall be easily accessible and replaceable without removing or disconnecting other components. If necessary, filters shall be remotely mounted to meet this requirement. Spin-on or cartridge filters are required for fluid service. All filters shall be heavy-duty and sized for severe service environments. Filter housings, including engine air cleaner housings, shall be metal.

6.5.8 BOLTS AND NUTS: Bolts shall be used with nuts of identical grade. Bolt and nut grade certification may be required. Grade eight (8) bolts shall be medium carbon alloy steel. Grade eight (8) bolts of boron steel or grain enhanced steel are unacceptable.

6.5.9 HOSE, WIRE AND TUBE ROUTING: Hose, wire and tube routing shall not impede normal maintenance and adjustment of the Unit. Hoses, wires and tubes shall be securely and neatly positioned. Kinks in hoses, wires, and/or tubing are not acceptable. See also SECTIONS 6.5.11, 6.5.13 and 6.5.17.

6.5.10. FLUIDS AND LUBRICANTS:

6.5.10.1 Unless otherwise specified elsewhere in the ITB, fluids and lubricants shall be compatible with the following:

6.5.10.1.1 Engine Oil - SAE 15W40, API SG/CE

6.5.10.1.2 Hydraulic Fluid -UNOCAL AW ISO 32

6.5.10.1.3 Grease - Chevron Ultra Duty II, Grade 2

6.5.10.2 Engine coolant shall be a 50/50 mixture of low-silicate formula ethylene glycol based anti-freeze and water or extended life coolant. The coolant system shall have a coolant overflow recovery system with an easily visible means of checking the fluid level without removing any parts.

6.5.11. HYDRAULIC SYSTEMS (Workmanship Standards applicable to both traction and controls systems):

6.5.11.1 Components containing hydraulic fluid shall not be installed in the cab.

6.5.11.2 Hydraulic Symbols: Hydraulic symbols on schematics shall be interpreted per American National Standard Institute (ANSI) Y32.10.

6.5.11.3 Leaks: Hydraulic leaks are not acceptable. A leak is defined as any fluid flow larger than one (1) drop in four (4) hours.

6.5.11.4 All components installed in the hydraulic system shall be free of contamination and shall be flushed out or cleaned, if necessary, to meet this requirement. Components containing hydraulic fluid shall not be installed in the cab.

6.5.11.5 Hose Routing: Hose routing shall meet the following requirements:

6.5.11.5.1 The bend radii of hoses shall be not less than the manufacturers' recommended minimums.

6.5.11.5.2 Hoses shall be routed no closer than six (6) inches from exhaust components or other heat sources unless proper shielding is provided.

6.5.11.5.3 Hoses shall not come in contact with moving parts.

6.5.11.5.4 Hoses shall be clamped to supporting structures at intervals not exceeding sixty (60) hose diameters. Clamps shall be polypropylene cushion clamps.

6.5.11.5.5 Black wire ties securing hoses shall be used for ultraviolet stability.

6.5.11.5.6 Fittings shall be steel thirty-seven (37)-degree flare type on all pressure lines where practical. Flat-faced "O" ring seal type fittings are acceptable.

6.5.11.5.7 Hoses shall not be routed through holes or across sharp edges without protection from being chafed or cut.

6.5.11.5.8 Hoses shall be of sufficient length to prevent stretching, distortion, and disconnecting.

6.5.11.6 Pipe fittings shall not be used on the pressure side of any hydraulic circuit. A Teflon sealant shall be used on pipe threads. Sealant shall be used sparingly and shall not contaminate the hydraulic system.

6.5.11.7 All hoses on the pressure side of a circuit shall conform to SAE 100R2 Type AT and/or SAE100R16. Hoses on the suction side of the hydraulic system shall be rated for suction service.

6.5.11.8 All hydraulic components shall be rated for working pressures to exceed system operating pressures, and have a minimum burst of one and a half (1-1/2) times the system operating pressure.

6.5.11.9 All hydraulic quick disconnects shall be equipped with protective covers that are retained by the coupling with a chain, wire cable or similar device. Snap-Tite series 71 with EF end fittings or equal shall be used.

6.5.12 ELECTROMAGNETICS

6.5.12.1 Electromagnetic disturbances generated by on-board devices to radio receivers installed on the Unit shall not exceed the values in Table five (5) of SAE Standard J551/4.

6.5.12.2 No system or component on the Unit shall be adversely affected by on-board or external electromagnetic emissions of the types and intensities defined in SAE Standards J551/1, J551/11, and J551/12.

6.5.12.3 No system or component, electrical, hydraulic, or mechanical shall be adversely affected by calendrical transitions.

6.5.12.4 The receiver of a two (2)-way radio (installed and operating at 26.0 to 28.0 MHz, 30.86 to 47.66 MHz or 150.0 to 460.0 MHz) shall not be degraded more than 3dB by interference generated from electrical components supplied with the vehicle. (Degradation will be measured at the radio's specified 12dB SINAD point.) When a problem is identified it will be the responsibility of the contractor to assist Authorized Purchaser's ISB Wireless Group to resolve the situation.

6.5.13 ELECTRICAL WORKMANSHIP AND MATERIALS:

6.5.13.1 All wire shall be un-tinned stranded copper with cross-linked polyethylene insulation. Wires shall be color coded or identified by hot stamping. Dyes shall not be used for color coding.

6.5.13.2 Unless otherwise specified elsewhere in the ITB, except for multi-terminal connectors, solderless terminals shall be used for all connections. Solder shall be 60-40 tin-lead alloy with a single or multiple rosin core. No cold joints or air pockets will be acceptable. A maximum 25 watt iron shall be used. No solder shall wick up under the wire insulation. Both the wire and the terminal shall be tinned before soldering.

6.5.13.3 All ring terminals on ten (10) AWG and smaller wires shall be insulated.

6.5.13.4 Insulated ring terminals shall meet SAE AS7928 Class 1 and Class 2 requirements. SAE AS7928 ring terminals have an extra copper sleeve around the terminal barrel that improves the holding force and reduces corrosion. Ring terminals shall be crimped with an AMP model 58433-3 ratchet crimper or equal ratchet crimper. If a specially-fabricated ratchet crimper is utilized, the Contractor shall submit a description of the intended crimping tool at the MPC. This information will be discussed at the MPC.

6.5.13.4.1 Soldered ring terminals will fulfill the requirements stated herein as follows: Soldered ring terminals shall be soldered with 60-40 tin-lead alloy with a single or multiple rosin core. No cold joints or air pockets will be acceptable. A maximum 25 watt iron shall be used. No solder shall wick up under the wire insulation. Both the wire and the terminal shall be tinned before soldering.

6.5.13.5 Butt splices shall have moisture barriers and integral polyolefin heat shrinkable sleeves. Heat shrink tubing over non-sealed butt splices is not acceptable. Butt splices shall be crimped with an AMP model 55893-1 or equal ratchet crimper. If a specially-fabricated ratchet crimper is utilized, the Contractor shall submit a description of the intended crimping tool at the MPC. This information will be discussed at the MPC.

6.5.13.6 No FASTON type or spade terminals shall be used.

6.5.13.7 Insulation-piercing connectors (Scotch-Lok type) shall not be used.

6.5.13.8 Wires shall be protected by looms, sleeving and grommets. Wire bundles shall be routed away from moving parts and hot components. Wires and bundles shall be clamped at intervals of not greater than twenty (20) inches with cushioned metal Adel type clamps.

6.5.13.9 Plastic wire ties shall be black ultraviolet-protected. Wire ties shall be applied with a Panduit GS2B or equal controlled-tension installation tool. If a specially-fabricated controlled tension installation tool is utilized, the Contractor shall submit a description of the intended controlled-tension installation tool at the MPC.

6.5.13.10 All chassis/body combination units shall have a separate grounding strap installed from the body to the chassis.

6.5.13.11 Wire Routing: Wire routing shall ensure that the following requirements are met:

6.5.13.11.1 Wiring shall not be exposed to throw-offs from tires.

6.5.13.11.2 Wires shall not be routed closer than six (6) inches to exhaust components or other heat sources, unless they are shielded.

6.5.13.11.3 Wires shall not come in contact with moving parts.

6.5.13.11.4 Wire runs that could be subjected to ice and snow buildup require additional clamping, supports or protection.

6.5.13.11.5 Wires and wire harnesses shall not be routed through holes or across sharp edges without protection from being chafed or cut.

6.5.14 ON BOARD DIAGNOSTICS: If available from the manufacturer, all units shall be equipped with electronic self-diagnostic systems. Literature describing the available electronic self-diagnostic systems shall be submitted with the bid.

Check Box
ON BOARD DIAGNOSTICS AVAILABLE? (check one): YES NO

6.5.15 COLOR AND FINISH:

6.5.15.1 The Unit shall be painted as specified in SECTION 6.6.2 Detailed Specifications. No additional stripes or styling enhancements are permitted.

6.5.15.2 Sharp corners and Edges: Cut metals and other materials shall have rounded corners and edges to prevent injury to personnel.

6.5.15.3 Surface Preparation: All welding slag and scale shall be removed and surfaces shall be clean and free of dirt and grease prior to painting.

6.5.15.4 Paint application to be in an OSHA approved facility. Painting of metal surfaces shall conform to best industry practices and shall provide a well-bonded surface of paint. Orange peel and runs are not acceptable. No metals shall be left bare. ID plates, tags, part numbers, serial numbers, etc. shall not be painted.

6.5.15.5 All paint shall be lead free.

6.5.16 GENERAL WELDING REQUIREMENTS:

6.5.16.1 Distortion of assembled parts is not acceptable. All welds will have proper penetration and be relatively uniform in appearance. All welds shall provide a metal-to-metal bond, with adequate penetration using proper flux and/or welding materials. Downhill welds are not acceptable for ten (10) gauge or thicker material, unless unavoidable using best industry practices. If downhill welds are used, they shall have proper penetration.

6.5.16.2 Some characteristics of an unacceptable weld are the following:

CRACKS	UNDERCUT	OVERLAP
EXCESSIVE SPLATTER	SLAG ENTRAPMENT	INADEQUATE PENETRATION
DISTORTION	BLOW-HOLES	INCLUSIONS
POROSITY	CONCAVE OR CONVEX	

6.5.16.3 Body Fillers: The covering of welds with body fillers or similar practice is not acceptable.

6.5.17 AIR SYSTEMS:

6.5.17.1 Leaks: Air leaks are not acceptable.

6.5.17.2 Air lines: All air lines shall be DOT approved air brake lines or equal.

6.5.17.3 Air systems interface: The air system interface with air brake systems shall have appropriate isolation valves.

6.5.17.4 Hose Routing: Hose routing shall be clamped or tied to supporting structures at approximately twenty (24) inch intervals.

6.5.17.5 The bend radius of air lines shall not be less than the manufacturer's recommended minimum.

6.5.17.6 Air lines shall not be routed closer than six (6) inches to exhaust components or other heat sources, unless they are shielded.

6.5.17.7 Air lines shall not come in contact with moving parts.

6.5.17.8 Air lines shall not be routed through holes or across sharp edges without protection from being chafed or cut.

6.5.17.9 Air lines routing shall be so that local low points (water traps) are minimized.

6.5.17.10 Hoses shall be of sufficient length to prevent stretching, distortion, or disconnecting.

6.5.18 OPERATOR(s) - EQUIPMENT INTERFACE:

6.5.18.1 Control Locations: The operator(s) station(s), including safety devices, controls, gauges and visibility, shall be configured for operators with physical dimensions as specified in SAE J833 (medium build).

6.5.18.2 Instrumentation Visibility: Instrumentation, gauges, warning lights, etc., shall be sized and located so they are easily read by operators with the physical dimensions specified in SAE J833 (medium build).

6.5.18.3 Work Area Visibility: Visibility of the work area, road, etc., shall be unobstructed, and provide for safe equipment operation.

6.6 DETAILED SPECIFICATIONS:

TECHNICAL SPECIFICATION # 804-06 Mechanical Sweeper, Front Dump, Self-Propelled

6.6.1 STANDARDS AND FUNCTIONS

6.6.1.1 SCOPE: This specification is intended to describe and to set minimum acceptable standards for a Front Dump, Self-Propelled Mechanical Sweeper, as specified. The equipment will be used for highway maintenance throughout the state. The Unit shall be equipped and configured for, but not limited to, performance in such applications.

6.6.1.2 This equipment will be used statewide at elevations from near sea level to 8,000 ft. and in ambient temperatures ranging from -30°F to +120°F. The equipment shall remain operational under these conditions.

6.6.1.3 The equipment supplied shall be standard, current production models of a manufacturer with experience in the production of Front Dump, Self-Propelled Sweepers and their components. All workmanship, materials, and installation procedures shall be of good quality and design. All equipment supplied shall conform to all applicable DOT, OSHA, MSHA, and EPA regulations and to all SAE, ANSI and other industry related standards in effect at the time of delivery.

INSTRUCTIONS TO BIDDERS: A response to each Specification statement is required and is to be entered on the lines provided in the BIDDER RESPONSE column. If the response calls for specifics as to what is "provided", then enter (write in) what the specifications are for that "provided" item.

If specific information is not called for in the response and if the equipment conforms to the Specification in each category, select the "YES" box under "CONFORMS". If the equipment does not conform to the Specification in each category, select the "NO" box under "CONFORMS" and state the variance from the specification.

FAILURE TO CONFORM TO THE SPECIFICATION MAY RESULT IN BID REJECTION.

BIDDER'S RESPONSE

STATE THE MANUFACTURER OF FRONT DUMP, SELF-PROPELLED SWEEPER BID: ELGIN

MODEL: PELICAN P

CONFORMS

YES NO

6.6.2 COLOR AND FINISH: The basic color of the sweeper shall be manufacturer's standard. All paint used shall be lead-free.

6.6.3 BASIC DIMENSIONS AND WEIGHT:

6.6.3.1 The overall height of the sweeper, including cab-mounted beacons, shall not exceed one hundred and twenty-five (125) inches in the roading or normal sweeping configuration.

6.6.3.2 When in transport mode, the overall width of the sweeper shall not exceed one hundred two (102) inches.

6.6.3.3 Turning radius while sweeping at GVW shall not exceed fifteen (15) feet.

6.6.3.4 The sweeping path width with both gutter brooms operating shall be ten (10) feet minimum.

STATE THE WIDTH OF THE SWEEPING PATH PROVIDED: 10 Feet

6.6.3.5 Axle, tire and wheel ratings shall meet or exceed the weights imposed on sweeper axles under maximum load conditions. Maximum load conditions shall mean the sweeper equipped as stated herein and carrying maximum debris capacity, full fuel and water tanks and operator weight of three hundred (300) lbs.

6.6.4 CAB AND CONTROLS:

6.6.4.1 The cab shall be standard production with tinted safety glass windows affording not less than a two hundred degree (200°) field of vision. Side windows shall be clear or tinted polycarbonate, bubble style.

STATE THE FIELD OF VISION DEGREES PROVIDED: 360°

6.6.4.2 Cab interior noise suppression shall be maximum available from manufacturer.

STATE NOISE SUPPRESSION LEVEL PROVIDED: 84db

6.6.4.3 If possible, components containing hydraulic fluid shall not be installed in the cab. If components containing hydraulic fluid must be located in the cab area, the hoses and connections shall be contained in a steel housing. Component and housing location shall not interfere with operation of the sweeper.

6.6.4.4 Dual controls shall be provided. The sweeper shall be fully operable in the sweeping or riding mode from either seat.

6.6.4.5 All sweeping system controls, gauges and indicators shall be located in the cab, visible and easily accessible from either operating position.

6.6.4.6 The instrument panel shall be lighted with all necessary gauges grouped in clear view of the operator, including but not limited to:

CONFORMS

YES NO

1. Speedometer

2. Fuel Gauge.

3. Coolant Temperature Gauge.

4. Hydraulic Oil Temperature Gauge.

5. Engine Oil Pressure Gauge.

6. Hour Meter.

7. Air Restriction Indicator.

8. Tachometer.

9. Voltmeter.

6.6.4.7 In addition to the gauges and warning lights, the Unit shall be equipped with an oil pressure and coolant temperature alarm and shutdown system on each engine. Switch gauges shall not be used for warning or shutdown devices.

6.6.4.8 The Unit shall be equipped with power steering.

6.6.4.9 Dual electric horns shall be installed.

6.6.4.10 Two (2) speed plus intermittent electric windshield wipers with high capacity electric washers shall be supplied.

6.6.4.11 The operator seats shall be air suspension type with four-way adjustment and fore and aft isolator. The seats shall be equipped with a head rest and covered with heavy-duty cloth material.

6.6.4.12 3-point Safety belts with shoulder harness and retractors shall be installed.

6.6.4.13 Factory installed cab air conditioning and heater/defroster shall be provided.

6.6.4.14 Outside air for the cab shall be filtered.

6.6.4.15 The cab air circulation system shall provide a positive pressure to help prevent dust from entering the cab.

6.6.4.16 The cab shall be equipped with right and left-hand outside mirrors not less than six (6) inches by sixteen (16) inches, mounted in a manner which allows the mirrors to fold when struck.

STATE THE DIMENSIONS OF OUTSIDE MIRRORS PROVIDED: 6"X16"

6.6.4.17 Two (2) separately adjustable convex mirrors, not less than ten (10) inches in diameter, shall be attached to the main mirror supporting rods, one (1) on each side of the sweeper.

STATE THE DIAMETER OF CONVEX MIRRORS PROVIDED: 10 inch mirrors

CONFORMS
YES NO

6.6.4.18 Both left and right main mirrors shall be remotely adjustable from either operator's position.

6.6.4.19 Vandalism protection shall be complete; all required cylinder locks shall be supplied. Keys shall be master cut so that one (1) key will access any cylinder lock on the Unit. Three (3) keys shall be supplied with the Unit.

6.6.4.20 The following items shall either be protected by factory installed cylinder locks, be lockable with a padlock, or be within a compartment that is so protected:

1. Engine master or start/stop switch.

2. Engine compartment.

3. Cab doors.

4. Battery compartment (if not within other protection).

5. All filler caps (if not within other protection).

6.6.4.21 A one hundred seven (107) dB back-up alarm, ECCO 830 or equivalent, shall be installed on or near the rear of the sweeper. Self adjusting volume models are NOT ACCEPTABLE.

STATE THE MANUFACTURER OF BACK UP ALARM PROVIDED: Federal Signal

STATE THE MODEL OF BACK UP ALARM PROVIDED: Evacuator 107db

6.6.4.22 A slow moving vehicle emblem shall be installed on the rear of the sweeper.

6.6.23 The cab shall have sufficient space for a fire extinguisher, emergency reflectors, flares and a first aid kit. The dimensions of the space required for these items will be discussed at the manufacturing process conference.

6.6.4.24 The Unit shall be equipped with front and rear or side jack points for maintenance purposes.

STATE THE LOCATIONS OF THE JACK POINTS PROVIDED: Each side and rear.

6.6.4.25 Front or rear tow hooks shall be provided. If front and rear tow hooks are available, both shall be provided.

PROVIDED
Front Rear

6.6.4.26 A lockable, weather tight tool box installed on top of front wheel fender(s) shall be bid as an option, if available. Bid price per each tool box. Location (left/right) and number of toolboxes (1 or 2), if any, shall be determined by SPO at time of order.

BID UNDER ITEM 14.

6.6.5 TIRES AND WHEELS:

6.6.5.1 The tires shall be steel belted radials, tubeless type. Tire and wheel load ratings shall permit operation of the sweeper at its top speed, loaded to its maximum debris capacity, with full fuel and water tanks.

CONFORMS
YES NO

STATE THE MANUFACTURER OF TIRES PROVIDED: Michelin/Goodyear

STATE THE MODEL OF TIRES PROVIDED: XZE / G114

STATE THE LOAD RATING OF THE TIRES PROVIDED: G / H

6.6.5.2 The rear guide wheel(s) shall be equipped with a heavy duty spring suspension.

6.6.5.3 A rubber suspension system for the front axles or equal shall be provided, if available.

STATE THE TYPE OF SUSPENSION SYSTEM PROVIDED FOR FRONT AXLE:

Static

6.6.5.4 One (1) spare front tire and wheel shall be bid as an option.

BID UNDER ITEM 2.

6.6.5.5 One (1) spare rear tire and wheel shall be bid as an option.

BID UNDER ITEM 3.

6.6.6 ENGINE(S):

6.6.6.1 The engine or engines shall be four (4) cycle, liquid cooled, diesel with sufficient power to perform as required by this specification plus ten percent (10%) reserve power.

STATE THE MANUFACTURER OF ENGINE PROVIDED: John Deere

STATE THE MODEL OF ENGINE PROVIDED: JD4045T

6.6.6.2 Main chassis engine shall be a minimum of one hundred (100) HP, SAE net.

STATE THE SAE NET HP OF THE ENGINE PROVIDED: 99 hp

6.6.6.3 Fuel tank shall be sized to provide a minimum of eight (8) hours of continuous service, in normal sweeping operations, without refueling.

6.6.6.4 Engine filters shall be manufacturer's standard type and shall be sized for "severe service duty".

6.6.6.5 Engine filters shall include at least the following:

1. Fuel Filter with Water Separator.

CONFORMS

YES NO

2. Oil Filter

3. Air Cleaner, Two (2) Stage with Pre-Cleaner.

6.6.6.6 The Unit shall be equipped with a cab-controlled cold weather starting aid.

6.6.6.7 All fans shall be completely guarded to prevent injury to operators and mechanics.

6.6.6.8 Each engine cooling system shall provide proper cooling at temperatures ranging from minus thirty degrees Fahrenheit (-30°F) to plus one hundred and twenty degrees Fahrenheit (+120°F).

Y Available N

6.6.6.9 Coolant hoses shall be silicone, if available from the manufacturer.

Y Provided N

6.6.6.10 A cooling system filter shall be provided if recommended by engine manufacturer.

CONFORMS

YES NO

6.6.6.11 An engine coolant recovery system shall be provided.

6.6.6.12 The largest allowable one hundred ten (110)-volt AC block heater shall be installed. A weatherproof receptacle (J. Job plug kit PK1212 or equal) shall be installed at the left side of the engine compartment for connecting the heater.

STATE THE WATTAGE OF ENGINE BLOCK HEATER PROVIDED: 1000 watts

6.6.7 TRANSMISSION:

6.6.7.1 The chassis shall be equipped with an automatic or hydrostatic transmission. The transmission shall permit the sweeper ground speed to be continuously variable within its operational range independent of the debris conveyor and broom speeds.

STATE THE TYPE OF TRANSMISSION PROVIDED:

(Circle one)
Auto

Hydro

6.6.8 ELECTRICAL AND LIGHTING:

CONFORMS

YES NO

6.6.8.1 Both the main chassis and auxiliary electrical systems shall be twelve (12)-volt negative ground.

6.6.8.2 The main system alternator shall be rated at one hundred fifteen (115) amps minimum.

STATE OUTPUT RATING FOR ALTERNATOR PROVIDED:

120 Amps

6.6.8.3 Battery or batteries shall be low maintenance type with a total cold cranking amps (CCA) capability of not less than nine hundred (900) CCA.

STATE CCA FOR BATTERY(IES) PROVIDED:

925 CCA

CONFORMS

YES NO

6.6.8.4 Lighting and reflectors shall conform to FMVSS guidelines for trucks over eighty (80) inches wide. All tail, stop, turn signal, clearance backup and identification lights shall be completely sealed units.

6.6.8.5 Lighting and reflectors shall be protected or recessed to prevent damage.

6.6.8.6 The turn signals shall be independent/separate from the brake lights.

6.6.8.7 Headlights shall be halogen.

6.6.8.8 A front and rear floodlight shall be installed.

6.6.8.9 A rear license plate holder with light shall be provided.

6.6.8.10 Work lights shall be provided for each broom.

6.6.8.11 Two (2) Whelen G1PA, twelve (12)-volt mini light bars, amber, with two (2) each rotating lamp modules or equal shall be provided and installed, located so that beacons are visible from any direction. The power wire shall be fourteen (14) gauge, YELLOW in color.

STATE THE MANUFACTURER OF THE MINI LIGHT BARS PROVIDED:

Whelen

STATE THE MODEL OF THE MINI LIGHT BARS PROVIDED:

G1PA

6.6.8.12 Steel, cage style, light guards installed on the unit to protect the mini light bars shall be bid as an option.

BID UNDER ITEM 4

6.6.8.13 All sweeping system control components and wiring shall be

protected from weather and road hazards.

6.6.8.14 Wiring to sweeping system controls shall be 16 AWG or larger stranded un-tinned copper wire with cross-linked polyethylene insulation. All wires associated with the sweeping system shall be color coded and stamped with identification.

6.6.9 BRAKES:

6.6.9.1 Service brakes shall be power assisted. Wedge brakes are not acceptable.

6.6.9.2 The parking brake shall be independent of the service brakes. Mechanical type, pull cable or electrically controlled with both visual and audible warning device for park brake activation.

6.6.10 DEBRIS BODY:

6.6.10.1 The debris body (hopper) shall have a useable capacity of not less than three (3.0) cubic yards. Useable capacity means that the sweeper must be capable of loading and transporting no less than three (3) cubic yards of sand, leaves, and other forms of street sweepings.

STATE THE USEABLE CAPACITY OF THE HOPPER PROVIDED: 3 cubic yards

CONFORMS

YES NO

6.6.10.2 The hopper shall dump to the front of the sweeper.

6.6.10.3 The hopper shall be equipped with a polyurethane liner.

6.6.10.4 The hopper dump controls shall be located in the cab.

6.6.10.5 The hopper dumping system shall allow the full load to be dumped at once.

6.6.10.6 Safety props for the hopper and dump door shall be provided.

6.6.10.7 The hopper dump angle shall be at a minimum of forty-five degrees (45°).

STATE THE HOPPER DUMP ANGLE PROVIDED: 45°-75°

6.6.10.8 The hopper shall be leak free and designed to prevent wastewater discharge into the atmosphere.

6.6.10.9 With the sweeper and suspension in the dumping configuration and the hopper at the maximum dump angle, the height to the bottom of the dump door shall be no less than one hundred (100) inches.

STATE THE HEIGHT TO BOTTOM OF DUMP DOOR: 102 inches

6.6.10.10 A minimum five (5) year warranty shall be provided on the debris tank.

6.6.11 BROOMS:

6.6.11.1 The sweeper shall be equipped with dual side (gutter) brooms (one (1) on left side and one (1) on right side of unit). Gutter brooms shall be driven by hydraulic motors. Broom ground pressure shall be hydraulically or pneumatically controlled, with a float mechanism allowing no less than four (4) inches of total float. Gutter broom down pressure shall be controllable from the cab. Gutter broom bristles shall be made of tempered steel wire.

STATE NUMBER OF INCHES OF TOTAL FLOAT PROVIDED: 6.5 inches

6.6.11.2 Two (2) gutter broom ground pressure gauges shall be provided and installed in clear view of the operator, one (1) on each side of the cab.

6.6.11.3 Gutter brooms shall be variable speed and directionally reversible.

6.6.11.4 Left and right side gutter broom tilt shall be adjustable during operation and controllable from the cab.

CONFORMS
YES NO

6.6.11.5 The main or pickup broom shall be hydraulically driven and hydraulically or pneumatically controlled. Anti-coning adjustments shall be provided. Main broom bristles shall be made of polypropylene.

6.6.11.6 The main broom shall be variable speed.

6.6.11.7 All broom speeds shall be independent from sweeper ground speed.

6.6.11.8 Gutter brooms and main broom shall be non-proprietary and use of alternate broom brands shall not affect warranty or equipment performance capabilities over the life of the Unit.

6.6.11.9 The hydraulic reservoir inlet screen shall be 100 mesh. The system shall be equipped with a 10-micron filter with an in-cab restriction indicator.

6.6.11.10 Hydraulic oil shall be compatible with Hydraulic Tractor fluid.

6.6.11.11 A broom mileage recorder shall be bid as an option. BID UNDER ITEM 5

6.6.12 DEBRIS CONVEYOR:

6.6.12.1 The conveyor shall lift the debris by mechanical means and shall be capable of transporting debris at a faster rate than the brooms can deliver it.

6.6.12.2 The belt conveyor shall be fully adjustable for stretch and

wear.

6.6.12.3 All components in the conveyor system shall be replaceable without the necessity of cutting and welding.

6.6.12.4 The conveyor speed shall be variable and reversible from the cab.

6.6.12.5 A conveyor lower roller washout system shall be provided.

6.6.12.6 A conveyor stall alarm shall be provided and mounted in the cab in clear view of the operator.

6.6.13 WATER SYSTEM:

6.6.13.1 The sweeper shall be equipped with a water tank or tanks having a minimum useable capacity of two hundred twenty (220) U.S. gallons. Water tank(s) construction shall be cross-linked polyethylene.

STATE THE USABLE CAPACITY OF THE WATER TANK(S) PROVIDED:

220 gallons

6.6.13.2 The sweeper shall be equipped with a standard hydrant fill piping system. The fill pipe shall be equipped with a guarded anti-siphon air gap to protect the water source. The hose connection shall be located curbside and shall be accessible from ground level.

CONFORMS

YES NO

6.6.13.3 A twenty-five (25)-foot length of two and one half (2.5)-inch, single jacket, three hundred (300)-PSI fire hose shall be provided for hydrant filling. The hose shall be equipped with a two and one half (2.5)-inch male NST coupler for tank connection and a two and one half (2.5)-inch NST female swivel for connection to hydrant.

6.6.13.4 A hydrant wrench shall be supplied.

6.6.13.5 An enclosed, lockable, storage compartment shall be provided for hose storage.

6.6.13.6 A means of gravity filling the water tank shall be provided. The gravity fill pipe must provide a sufficient air gap to protect the water source.

6.6.13.7 The water system shall include filtering to protect the water pump and other components from contaminants.

6.6.13.8 The main water pump shall be capable of running dry indefinitely without damage.

6.6.13.9 Water spray nozzles shall be installed at the main broom and the gutter brooms, and shall be of appropriate number and design to control dust and to protect sweeper components and systems.

6.6.13.10 A water level indicator or low-water indicator light shall be provided.

6.6.13.11 A flusher shall be provided for the debris conveyor. The flusher shall be fed through a diverter valve from the hydrant fill.

6.6.13.12 A wash down/clean up system for the Unit, consisting of a hose reel, nozzle and twenty-five (25)-feet of hose shall be bid as a separate bid item.

BID UNDER ITEM 6

6.6.14 AUTOMATIC LUBRICATION:

6.6.14.1 The sweeper shall be equipped with an automatic lubrication system servicing all sweeping components and all chassis components requiring lubrication, except for universal joints.

6.7 TRAINING:

A training syllabus shall be submitted as part of the Bid or at the Manufacturing Process Conference (MPC). Training shall follow the syllabus as proposed in the Bid, and will be discussed and reviewed at the MPC.

6.7.1. The Bidder shall provide as an option the services of a qualified factory-authorized service representative at an hourly rate for training in the operation, adjustment, service, repair and maintenance of the Goods identified herein, and at the locations identified herein. All costs of training, including but not limited to: the factory representative's salary and fees, travel, lodging, meals, training materials, etc., shall be included in the hourly rate.

6.7.2 A training syllabus shall be submitted as part of the Bid or at the Manufacturing Process Conference (MPC). Training shall follow the syllabus as proposed in the Bid, and will be discussed and reviewed at the MPC.

6.7.3 The Bidder shall bid the services of a qualified factory-authorized service representative at an hourly rate for a minimum of 8 hours of training in major maintenance, adjustment, operation, repair, and preventive maintenance of the Unit to be held at ODOT, 455 Airport Road SE, Building L, Salem, Oregon. Bidder shall invoice the hourly cost of the training.

BID UNDER ITEM 7.

6.7.4 The Bidder shall bid the services of a qualified factory-authorized service representative at an hourly rate for a minimum of 8 hours of training in major maintenance, adjustment, operation, repair, and preventive maintenance of the Unit to be held at ODOT, Bend, Oregon. Bidder shall invoice the hourly cost of the training.

BID UNDER ITEM 8.

6.7.5 The Bidder shall bid the services of a qualified factory-authorized service representative at an hourly rate for a minimum of 8 hours of training in major maintenance, adjustment, operation, repair, and preventive maintenance of the Unit to be held at ODOT, LaGrande, Oregon. Bidder shall invoice the hourly cost of the training.

BID UNDER ITEM 9.

6.7.6 The Bidder shall bid the services of a qualified factory-authorized service representative at an hourly rate for a minimum of 8 hours of training in major maintenance, adjustment, operation, repair, and preventive maintenance of the Unit for Authorized Purchasers other than ODOT. Said training shall be held at mutually agreed-upon locations (but in no event further than sixty (60) miles from Authorized Purchaser's designated fleet

BID UNDER ITEM 10.

maintenance facility or delivery destination). Bidder shall invoice the hourly cost of the training

6.7.7 The price bid for training shall include all costs of training, including but not limited to, factory representatives salary's and fees, training/demonstration materials, travel, lodging, meals, etc.

SECTION 7 - PRICING
(OFFEROR MUST COMPLETE AND SUBMIT WITH OFFER)

ITEM-00001	EST QTY-000001	UNIT EA	PRICE-(\$157,596.00)
6.6 FRONT DUMP, SELF-PROPELLED, MECHANICAL SWEEPER			
MAKE BID: <u>Elgin</u>			
MODEL BID: <u>Pelican P</u>			
ITEM-00002	EST QTY-000001	UNIT EA	PRICE-(\$855.00)
6.6.5.4 SPARE FRONT TIRE AND WHEEL			
ITEM-00003	EST QTY-000001	UNIT EA	PRICE-(\$570.00)
6.6.5.5 SPARE REAR TIRE AND WHEEL			
ITEM-00004	EST QTY-000001	UNIT EA	PRICE-(Included)
6.6.8.12 STEEL, CAGE STYLE, LIGHT CAGE			
ITEM-00005	EST QTY-000001	UNIT EA	PRICE-(\$425.00)
6.6.11.11 BROOM MILEAGE RECORDER			
ITEM-00006	EST QTY-000001	UNIT EA	PRICE-(N/A)
6.6.13.12 WASH DOWN/CLEAN UP SYSTEM WITH HOSE/REEL/NOZZLE			
ITEM-00007	EST QTY-000001	UNIT HR	PRICE-(\$80.00/hr.)
6.7.3 8 HOURS TRAINING IN MAJOR MAINTENANCE, ADJUSTMENT, OPERATION, REPAIR, AND SERVICE / PREVENTIVE MAINTENANCE, HELD IN SALEM, OREGON. BID PER HOUR.			
ITEM-00008	EST QTY-000001	UNIT EA	PRICE-(\$80.00)
6.7.4 8 HOURS TRAINING IN MAJOR MAINTENANCE, ADJUSTMENT, OPERATION, REPAIR, AND PREVENTIVE MAINTENANCE, HELD IN BEND, OREGON. BID PER HOUR.			
ITEM-00009	EST QTY-000001	UNIT EA	PRICE-(\$80.00)
6.7.5 8 HOURS TRAINING IN MAJOR MAINTENANCE, ADJUSTMENT, OPERATION, REPAIR, AND PREVENTIVE MAINTENANCE, HELD IN LAGRANDE, OREGON. BID PER HOUR.			
ITEM-00010	EST QTY-000001	UNIT EA	PRICE-(\$80.00)
6.7.6 8 HOURS TRAINING IN MAJOR MAINTENANCE, ADJUSTMENT, OPERATION, REPAIR, AND PREVENTIVE MAINTENANCE, AUTHORIZED PURCHASERS OTHER THAN ODOT. BID PER HOUR.			
ITEM-00011	EST QTY-000001	UNIT EA	PRICE-(\$30.00)
4.2.3 ADDITIONAL COPY OF OPERATOR'S MANUAL			
ITEM-00012	EST QTY-000001	UNIT EA	PRICE-(\$130.00)
4.2.3 ADDITIONAL COPY OF SHOP REPAIR MANUAL			
ITEM-00013	EST QTY-000001	UNIT EA	PRICE-(\$45.00)
4.2.3 ADDITIONAL COPY OF PARTS CATALOG. IF PARTS CATALOG IS COMBINED WITH SHOP REPAIR MANUAL, ENTER THE WORD "COMBINED" IN LIEU OF PRICE.			

ITEM-00014 EST.QTY-000001 UNIT EA PRICE-(\$140.00)
OPTIONAL - 6.6.4.26 TOOL BOX INSTALLED ON TOP OF FRONT WHEEL FENDER(S), IF AVAILABLE. BID PRICE
PER EACH.
"NOT USED IN AWARD EVALUATION"

ITEM-00015 EST.QTY-000001 UNIT EA PRICE-(N/A)
OPTIONAL - 4.2.4 ADDITIONAL COPY OF CURRENT DIAGNOSTIC SOFTWARE, IF AVAILABLE.
"NOT USED IN AWARD EVALUATION"

CREDIT CARD PURCHASES: Bidders shall list all major credit card brands, if any, that will be accepted.
List all credit card brands Bidder will accept:

 N/A

List the early payment discount, if any, Bidder will offer for credit card purchase payments received
sooner than the standard net thirty (30) days:

 N/A % Discount Net days

SECTION 8 – CERTIFICATION OF COMPLIANCE WITH TAX LAWS
(OFFEROR MUST COMPLETE AND SUBMIT WITH OFFER)

By my signature in Section 10 of this Contract, I, hereby attest or affirm under penalty of perjury: "That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws."

For purposes of this certification, "Oregon tax laws" are those tax laws listed mean a state tax imposed by ORS 401.792 to 401.816 and ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

SECTION 9 – CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS
(OFFEROR MUST COMPLETE AND SUBMIT WITH OFFER)

By my signature in Section 10 of this Contract, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Contractor is not in violation of any Discrimination Laws.

SECTION 10 – CONTRACTOR'S SIGNATURE PAGE
(OFFEROR MUST COMPLETE AND SUBMIT WITH OFFER)

THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR; ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Contractor that:

- (1) He/she is a duly authorized representative of the Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract, if any, issued, and to execute this Contract on behalf of Contractor.
- (2) Contractor is bound by and will comply with all requirements, Specifications, and terms and conditions contained in this Contract (including all listed attachments and Addenda, if any, issued
- (3) Contractor will furnish the designated Goods in accordance with the Contract Specifications and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and
- (4) CONTRACTOR WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH OFFER.
- (5) All affirmations contained in Section C.3.1 of the ITB are true and correct.

Benkomatic/Owen Equipment Co.
Offeror's Name

Authorized Signature: Matthew J. Wlodarczyk

Title: Contract Administrator/Controller

FEIN ID# or SSN# (required) [REDACTED]

Contact Person (Type or Print): Matt Wlodarczyk

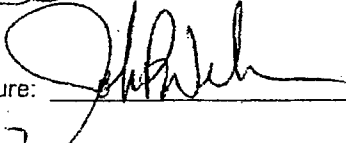
Telephone Number: (503) 255-9055

Fax Number: (503) 256-3880

SECTION 11 – AWARD AND STATE SIGNATURE (to be completed by the State of Oregon)

The State of Oregon, acting by and through SPO hereby accepts Contractor's offer and awards a Price Agreement to the above Contractor for the item(s) and/or service(s) designated as Item No. [Insert item #s].

P.A. #6835

Authorized Signature: 

Date: 1/2/07

Term of Contract: 1 YEAR w/ RENEWAL OPTIONS

Purchase Order No.: AUTHORIZED PURCHASER TO ISSUE INDIVIDUAL PURCHASER ORDER

SPO Contact

Contact Person (Type or Print): _____

Telephone Number: (____) _____

Fax Number: (____) _____

SECTION D – RESPONSIBILITY INQUIRY AND CONTRACTOR REFERENCES
(OFFEROR MUST COMPLETE AND SUBMIT WITH OFFER)

RESPONSIBILITY NOTIFICATION: SPO reserves the right, pursuant to OAR 125-247-0500, to investigate and evaluate, at any time prior to award and execution of the Price Agreement, the apparent successful Offeror's responsibility to perform the Price Agreement. Offeror's submission of a signed Offer shall constitute Offeror's authorization for SPO to obtain, and Offeror's agreement to produce for SPO's review and copying, any information SPO deems necessary to conduct the evaluation. The SPO shall notify the apparent successful Offeror, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; materials/equipment/inventory; facility and personnel information; record of contract performance; etc. SPO may reject an Offer, if Offeror fails to promptly provide this information. SPO may postpone the award of the Price Agreement after announcement of the apparent successful Offeror in order to complete its investigation and evaluation. Failure of the apparent successful Offeror to demonstrate Responsibility, as required under OAR 125-247-0500, shall render the Offeror non-responsible and shall constitute grounds for Offer Rejection.

D.1 OFFERORS MUST PROVIDE THREE (3) REFERENCES HAVING CONTRACT(S) WITH OFFEROR WITHIN THE PAST TWENTY-FOUR (24) MONTHS THAT ARE EQUIVALENT IN TYPE, VOLUME, AND VALUE TO THE TERMS CONTEMPLATED IN THIS ITB:

D.1.1 OFFEROR REFERENCE #1

FIRM NAME: City of Portland
ADDRESS: 4350 N. Kerby Ave., Portland, Or. 97227
CONTACT PERSON: Don DePiero
POSITION TITLE: Vehicle Processing Supervisor
TELEPHONE NUMBER: (503) 823-1819

D.1.2 OFFEROR REFERENCE #2

FIRM NAME: City of St. Paul
ADDRESS: 15 West Kellogg Blvd., St. Paul, Minnesota 55102
CONTACT PERSON: Tom Scaramuzzo
POSITION TITLE: Fleet Manager
TELEPHONE NUMBER: (651) 487-4642

D.1.3 OFFEROR REFERENCE #3

FIRM NAME: Missouri Department of Transportation
ADDRESS: 2211 St. Mary's Blvd., Jefferson City, Mo. 65109
CONTACT PERSON: Scott Boyer
POSITION TITLE: Fleet Manager
TELEPHONE NUMBER: (314) 301-1423

SECTION E- RECYCLED PRODUCTS CERTIFICATION (PART A)

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the Price Agreement and of the contract Work set forth in this document.

"Recycled product" means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste with not less than 10 percent of its total weight consisting of post-consumer waste. 'Recycled product' includes any product that could have been disposed of as solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form." ORS 279A.010(1)(gg)

"Post-consumer waste" means a finished material that would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste." ORS 279A.010(1)(s)

"Secondary waste materials" means fragments of products or finished products of a manufacturing process that has converted a virgin resource into a commodity of real economic value and includes post-consumer waste but does not include excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust, or other wood residue from a manufacturing process." ORS 279A.010(1)(hh)

"Recycled PETE product" means a product containing post-consumer polyethylene terephthalate material. ORS 279A.010(1)(ff)

SECTION E – RECYCLED PRODUCTS CERTIFICATION (PART B)
(OFFEROR MUST COMPLETE AND SUBMIT WITH OFFER)

I, the undersigned duly authorized representative of the Offeror, hereby certify that the following product, offered in this Offer contain the following minimum percentages:

Identify the Good and respond to the following regarding that Good:

- | | |
|--|-----------|
| a) % (recycled product as defined in ORS 279A.010(1)(gg)) | <u>0%</u> |
| b) % (post-consumer waste as defined in ORS 279A.010(1)(s)) | <u>0%</u> |
| c) % (secondary waste materials as defined in ORS 279A.010(1)(hh)) | <u>0%</u> |
| d) % (recycled PETE product as defined in ORS 279A.010(1)(ff)) | <u>0%</u> |

Offeror must provide a separate signed Recycled Product Certification for each Good identified.

Benkomatic/Owen Equipment Co.
Offeror's Name

Matt Wlodarczyk
Signature of Authorized Representative

Matt Wlodarczyk
Typed or Printed Name of Authorized Representative

Contract Manager/Controller
Title

SECTION F - RESIDENCY INFORMATION (PART A)
(OFFER MUST COMPLETE AND SUBMIT WITH OFFER)

ORS 279A.120 states for the purpose of awarding a public contract a contracting agency shall, "add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides." (ORS 279A.120(2)(b))

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder".(ORS 279A.120(1)(b))

"Non-resident bidder" means a bidder who is not a "Resident bidder" as defined above. (ORS 279A.120(1)(a))

a. Check one: Offeror is a Resident bidder () Non-resident bidder.

b. If a Resident bidder, enter your Oregon business address: 12831 NE Whitaker Way, Portland, Or.97230

c. If a Non-resident bidder, enter state of residency: _____

SECTION F - RESIDENCY INFORMATION (PART B)
(OFFEROR MUST COMPLETE AND SUBMIT WITH OFFER)

d. If a Non-resident bidder, do you or your firm receive, or are you or your firm eligible for, any preference in award of contracts with your state's government or with other governmental bodies in your state?

Check one: () Yes ----- () No

If yes: state the preference percentage: _____%

If yes, but not a percentage of bid/proposal price, describe the preference: _____

If yes, state the law or regulation that allows the preference described (legal citation):

Benkomatic Inc.
Offeror's Name
Matthew J Wlodarczyk
Signature of Authorized Representative
Matt Wlodarczyk
Typed or Printed Name of Authorized Representative
Contract Manager/Controller
Title

SECTION G - ORCPP AND WSPC PARTICIPATION
(OFFEROR MUST COMPLETE AND SUBMIT WITH OFFER)

Offeror shall specify below whether it will accept orders from, and provide the Goods/services specified in the ITB to, ORCPP Participants, and/or WSPC Participants ("Contract Authorization").

a. CONTRACT AUTHORIZATION FOR ORCPP PARTICIPANTS:

Yes XX No

Matthew J. Wlodarczyk
Signature of Offeror's Authorized Representative

b. CONTRACT AUTHORIZATION FOR WSPC PARTICIPANTS:

Yes XX No

Matthew J. Wlodarczyk
Signature of Offeror's Authorized Representative

NOTE: The Price Agreement resulting from this solicitation may be used by authorized WSPC Participants only when the Contractor determines that the use of the Price Agreement does not have any negative effect on Authorized Agencies, Independent Agencies and ORCPP Participants.

INVITATION TO BID
ADDENDUM 1

State of Oregon

BID NO.: 102-2119-5

TITLE: Front Dump, Self Propelled Mechanical Sweepers

CLOSING DATE: 12/6/06 and TIME: 04:00 PM PT

Bidder Name and Address: Benkomatic/Owen Equipment Co.
12831 NE Whitaker Way
Portland, Or. 97230

ITB 102-2119-5, Addendum 1 modifies the Bid Document(s) only to the extent indicated herein. All other areas not specifically mentioned or affected by this Addendum shall remain in full force. This Addendum shall be added as a part of the Original Bidding Document and must be signed and returned with each Offer. Failure to do so may result in rejection of Bid.

=====

EXHIBIT A, SECTION 6 GENERAL SPECIFICATIONS shall be amended as follows (new language is indicated in bold and underlined and deleted language is indicated by [brackets] with a strikethrough).

6.3 DELIVERY:

6.3.1 DELIVERY DATE REQUIRED BY SPO: 120 [90] calendar days from date of order.

6.5 DEFAULT TECHNICAL SPECIFICATIONS:

6.5.7 FILTERS: Filters shall be easily accessible and replaceable without ~~removing or disconnecting other components~~. If necessary, filters shall be remotely mounted to meet this requirement. Spin-on or cartridge filters are required for fluid service. All filters shall be heavy-duty and sized for severe service environments. Filter housings, including engine air cleaner housings, shall be made of manufacturer standard material [metal].

6.6 DETAILED SPECIFICATIONS:

6.6.6.2 Main chassis engine shall be a minimum of ninety-five (95) HP, SAE net. [one hundred (100) HP, SAE net]

6.6.10.10 A minimum five (5) year warranty shall be provided on the debris tank liner.

=====

Requests for clarification, requests for change, and protests of provisions addressed in this Addendum must be received by DAS SPO by 5:00 P.M. (Pacific Time) on December 4, 2006, or they will not be considered. DAS SPO will not consider requests or protests of matters not added to or modified by Addendum 1.

This Addendum 1 represents a material change to the bid solicitation and is required to be signed. This Addendum may either be returned with the bid or separately, but in either case must be returned by the bid closing date and time.

SIGNATURE (ink) Matthew J. Woodruff DATE 12/5/04

TITLE Contract Administrator/Controller

COMPANY NAME Benkomatic/Owen Equipment Co.

INVITATION TO BID
ADDENDUM 2

State of Oregon

BID NO.: 102-2119-5

TITLE: Front Dump, Self Propelled Mechanical Sweepers

CLOSING DATE: 12/11/06 and TIME: 04:00 PM PT

Bidder Name and Address: Benkomatic/Owen Equipment Co.
12831 NE Whitaker Way
Portland, Or. 97230

ITB 102-2119-5, Addendum 2 modifies the Bid Document(s) only to the extent indicated herein. All other areas not specifically mentioned or affected by this Addendum shall remain in full force. This Addendum shall be added as a part of the Original Bidding Document and must be signed and returned with each Offer. Failure to do so may result in rejection of Bid.

ITB 102-2119-5, Section A, Schedule of Events shall be amended to extend the Closing Date to December 11, 2006 @ 4:00 p.m. PT.

SCHEDULE OF EVENTS - ITB # 102-2119-5:	
ITB Issue/Release	November 17, 2006
Request for Clarification, Change or Protests Due	November 27, 2006
Closing Date	December <u>11</u> [6], 2006 @ 4:00 p.m. PT
Contract Start Date	To Be Determined
Note: All dates listed are subject to change.	

Requests for clarification, requests for change, and protests of provisions addressed in this Addendum must be received by DAS SPO by 5:00 P.M. (Pacific Time) on December 7, 2006, or they will not be considered. DAS SPO will not consider requests or protests of matters not added to or modified by Addendum 2.

This Addendum may either be returned with the bid or separately, but in either case must be returned by the bid closing date and time.

SIGNATURE (ink) Matthew J. Wlodarczyk DATE 12/8/06

TITLE CFO

COMPANY NAME Benkomatic/Owen Equipment Co.



ENVIRONMENTAL SALES • SERVICES • SUPPLIES

Owen Equipment Company
12831 NE Whitaker Way
PO Box 30959
Portland, OR 97294

ITB#102-2119-5
Closing Date: 12/11/06
Closing Time: 4:00 PM PT

2006-12-11 13:45:19

Oregon Department of Administrative Services
State Procurement Office
Attn: Gail L. Carter, State Procurement Analyst
1225 Ferry Street SE U140
Salem, Or. 97301-4285